



Council Meeting: December 18, 2012

SUBJECT: Discussion and Possible Action to Adopt Sunnyvale Employees' Association (SEA) Memorandum of Understanding 2012-2015 and Approve Budget Modification No. 27

REPORT IN BRIEF

Tentative agreement has been reached between the negotiators on behalf of the City and the Sunnyvale Employees' Association (SEA) on a new Memorandum of Understanding. This report recommends adoption of the provisions of the 2012-2015 SEA Memorandum of Understanding (MOU). This agreement, if approved by the City Council, is effective from July 1, 2012 through and including June 30, 2015.

BACKGROUND

The MOU with SEA expired on June 30, 2012. Negotiators for the City and SEA began the meet and confer process in April 2012. More than 17 negotiations sessions were held since April to review and discuss items of interest to both parties in an effort to reach agreement. A tentative agreement was reached in November 2012, and the City negotiators have been notified that the SEA general membership ratified this agreement on November 30, 2012.

EXISTING POLICY

7.3 Legislative Management: Goal 7.3D: Maintain a quality workforce, consistent with state and federal laws, City Charter, and adopted policies in order to assure that City services are provided in an effective, efficient, and high quality manner. Policy 71.3D.1: Maintain a recruitment and selection process that ensures a highly competent workforce.

DISCUSSION

The general provisions of the proposed amendments are as follows:

Wage and Wage Related

Salary adjustments during the term of the agreement are as follows:

First full pay period in July 2014 = 3%

Retirement

Tier 1 – Current Personnel

The City has contracted with PERS to provide for Miscellaneous employees, including employees in this Unit, the retirement formula commonly called, “Local Miscellaneous 2.7% at age 55.” The City agrees to contribute to PERS on behalf of current employees as follows; employee payments shall be made pursuant to IRC Section 414(h)(2):

Through December 31, 2012, the City shall contribute seven percent (7%) of salary for the employee’s share of PERS. Employees shall pay one percent (1%) of their required employee contribution;

First full pay period in January 2013, the City shall contribute six percent (6%) of salary for the employee’s share of PERS. Employees shall pay two percent (2%) of their required employee contribution;

Effective the first full pay period in July 2013, the City shall contribute five percent (5%) of salary for the employee’s share of PERS. Employees shall pay three percent (3%) of their required employee contribution;

Effective the first full pay period in July 2014, the City shall contribute four percent (4%) of salary for the employee’s share of PERS. Employees shall pay four percent (4%) of their required employee contribution;

Tier 2 – Personnel Hired Beginning the Last Full Pay Period of December, 2012

Employees hired beginning in the last full pay period in December, 2012 shall receive the Local Miscellaneous 2.0% at age 60 retirement formula. Final compensation shall be calculated using the single highest year model. These employees shall pay the same share of percentage of salary on a pre-tax basis to pay for their pension as the Tier 1 employees.

Tier 3 - New PERS Annuitants Hired Beginning January 1, 2013

Beginning January 1, 2013, the City shall provide pension benefits for new employees who are also new PERS annuitants in a manner consistent with State law and will otherwise comply with the Public Employees’ Pension Reform Act (Government Code Section 7522 et seq.). This includes receiving the newly created Miscellaneous 2% @ 62 retirement formula. These employees will pay fifty percent (50%) of normal cost for this pension benefit. CalPERS estimates the total normal cost for this pension formula to be 12%, with employees contributing half, or 6% of pay.

New Article – Paid Time Off

SEA and the City agree to renew their negotiations for a paid time off benefit to replace paid vacation leave and paid sick leave during February, 2013. The Parties shall meet and confer to impasse on this issue as a stand-alone subject pursuant to State law and City policy governing mandatory bargaining subjects

and impasse procedures. If the Parties reach agreement, they shall memorialize their agreement in a side-letter, after approval by the SEA membership.

New Article 19.9 – Transportation Benefit

“Internal Revenue Code §132(f) allows employers to offer employees the opportunity to set aside a portion of their salary, under a salary reduction arrangement, to pay for their personal expenses for commuting to and from work. Employees will not be taxed on amounts set aside and used for qualified expenses. This benefit will be cost neutral to the City.

Commute Incentive. Employees may voluntarily elect *one* of the following commute incentives:

Public Transit. The City will provide monthly Commuter Checks worth the value stated below to be used toward the purchase of a monthly transit pass:

- \$40 for employees traveling three or more zones on Caltrain;
- \$40 for employees using the Dumbarton Express, BART, the ACE train, or a commuter highway vehicle;
- \$35 for employees traveling less than three zones on Caltrain;
- \$35 for employees using VTA and other buses.

Carpool. The City will provide carpool vouchers worth the value of \$30 per month to each eligible employee in a carpool with two or more people. These vouchers may be used at designated service stations toward the purchase of fuel and other vehicle-related expenses.

Vanpool Program. The City will provide Commuter Checks worth the value up to \$60 to each employee voluntarily participating in the Vanpool Program. These vouchers may be used toward payment of the monthly cost. Employees must fulfill the basic requirements of the Employee Commute Alternatives Program to qualify.

Bicycle. The City will provide bicycle vouchers worth the value of \$20 per month to eligible employees who ride a bicycle to work. These vouchers may be used at designated bicycle shops for related bicycle equipment and expenses.

Walk. The City will provide walker vouchers worth the value of \$20 per month to eligible employees who walk to work. These vouchers may be used at designated stores for expenses related to walking such as footwear and related accessories.

Flex Scheduling

Flex scheduling is defined as an occasional adjustment to an employee's work schedule which does not alter the total number of hours scheduled to be worked per week, but simply alters the time of day those hours are worked.

For employees in the classifications listed in Exhibit C, the City and the employee shall be allowed to reasonably flex or change the work schedules in order to minimize overtime expenditures and facilitate an employee's ability to balance work with other aspects and obligations. The primary, but not exclusive, use of this provision is for the scheduling of evening meetings, special events, and occasional necessary work that cannot be performed during an employee's regular schedule. Flex scheduling shall not be used where the City determines that an alternative schedule or a special work schedule is more appropriate to address on-going City needs.

Promotional Exams

When the City conducts a citywide promotional or transfer and an open and competitive recruitment for the same classification, regardless of how many candidates the department otherwise desires to interview pursuant to this Article, it shall interview SEA employees who are within the top five candidates on the eligible list.

Minor Changes and Updates to MOU for Clarification Purposes

The City and SEA negotiators also agreed upon several minor changes and language clarifications to the MOU.

Salary Resolution

Any provisions of the Salary Resolution that will be affected by the adoption of the 2012-2015 SEA MOU will be updated, including the salary table.

FISCAL IMPACT

The FY 2012/13 Adopted Budget assumed that SEA would agree to a contract that contained two years of no salary increases, an additional 2% of pay towards the employee contribution of the pension expense, and agreement to move new employees onto a second-tier retirement plan. While these elements were met in the contract agreed to by SEA, there are two components of the contract that will result in an increased cost to the City over what was budgeted. First, the budget assumed the additional 2% of pay towards the employee contribution of the pension expense would begin on July 1, 2012. The contract SEA has agreed to calls for an additional 1% starting on January 1, 2013, with the next 1% not occurring until July 1, 2013. The delay in implementing the additional 2% of pay contribution will cost the City approximately \$550,000 in FY 2012/13, which will be paid from the Employee Benefits Fund. To mitigate this unexpected expenditure in that fund, staff recommends transferring \$550,000 from the General Fund's Budget Stabilization Fund to the Employee Benefits Fund. As discussed in detail in

the budgetary year-end report (RTC 12-298, December 18, 2012), the General Fund finished FY 2011/12 in better position than expected, leaving capacity to utilize excess funds for other one-time purposes without negatively impacting the position on the Budget Stabilization Fund. Budget Modification No. 27 has been prepared to transfer \$550,000 from the Budget Stabilization Fund to the Employee Benefits Fund.

**BUDGET MODIFICATION NO. 27
FISCAL YEAR 2012/2013**

General Fund	<u>Current</u>	<u>Increase (Decrease)</u>	<u>Revised</u>
<u>Reserves:</u>			
Budget Stabilization Fund	\$52,576,748	(\$550,000)	\$52,026,748
Employee Benefits Fund/Retirement Sub-fund			
<u>Reserves:</u>			
PERS Rate Uncertainty	\$2,669,271	\$550,000	\$3,219,271

The second component that will increase costs above what is currently budgeted is that in the final year of the contract, SEA will receive a 3% salary increase, which will be offset by an additional 1% of pay contribution to the pension expense. The FY 2012/13 Adopted Budget assumed SEA would only get a 2% salary increase, but there was also no additional contribution to the pension expense budgeted. Because a salary increase also increases the cost of certain benefits, including the pension benefit, a salary increase is not fully offset by the same percentage increase in contribution to the pension expense. This results in an additional expenditure of \$71,000 annually, or \$1.6 million over 20 years, above what had been budgeted starting in FY 2014/15. This additional cost will be incorporated into the FY 2013/14 Recommended Budget.

While the SEA contract exceeds budgeted amounts by \$550,000 in FY 2012/13 and \$2.1 million over the duration of the 20-year plan, it is important to note that personnel cost savings from the California Public Employees' Pension Reform Act (PEPRA) have not yet been incorporated into the City's 20-year financial plan. One of the most significant components of the PEPRA that will be incorporated is the one that allows the City to impose an employee contribution of up to 8% of pay for Miscellaneous employees and 12% of pay for Safety employees as of January 1, 2018. Currently, non-SEA represented Miscellaneous employees and all Safety employees contribute 3% of pay. With

approval of the this contract, SEA employees will be contributing 4% of pay by July 1, 2014. In the 20-year financial plans developed for the FY 2013/14 Recommended Budget, the full 8% (Miscellaneous) and 12% (Safety) contribution will be phased in between the end of the current contract for each respective bargaining unit and January 1, 2018, resulting in significant savings over the current assumptions in the 20-year financial plan. The specific details of the phasing-in of the full contribution, as well as the cost savings from the other components of the PEPRA, have not been fully determined; however, for context, for each additional percent of pay contributed by employees to the pension expense, the City saves approximately \$575,000 annually for Miscellaneous employees and \$325,000 for Safety employees.

PUBLIC CONTACT

Public contact was made by posting the Council agenda on the City's official-notice bulletin board outside City Hall, at the Sunnyvale Senior Center, Community Center and Department of Public Safety; and by making the agenda and report available at the Sunnyvale Public Library, the Office of the City Clerk and on the City's Web site.

ALTERNATIVES

1. Adopt the Sunnyvale Employees' Association Memorandum of Understanding 2012-2015 and Approve Budget Modification No.27.
2. Do not adopt the Sunnyvale Employees' Association Memorandum of Understanding 2012-2015 nor Approve Budget Modification No.27.

RECOMMENDATION

Staff recommends adoption of Alternative #1: Adopt the Sunnyvale Employees' Association Memorandum of Understanding 2012-2015 and Approve Budget Modification No.27. It should be noted that if the MOU is not adopted prior to December 31, 2012, the City will not benefit from the budgeted cost savings resulting from the tiered retirement formulas, specifically the Tier 2 formula, outlined in the MOU.

Reviewed by:

Teri Silva, Director, Department of Human Resources
Prepared by: Patricia Lord, Senior Management Analyst

Reviewed by:

Grace Leung, Director, Department of Finance

Approved by:

Gary M. Luebbers
City Manager

Attachments

- A. City of Sunnyvale and Sunnyvale Employees' Association Tentative Agreement November 14, 2012
- B. Sunnyvale Employees' Association Memorandum of Understanding 2012-2015
- C. Resolution Amending Resolution No. 190-05, the City's Salary Resolution, by Amending the Schedule of Pay for Pay Plan Category B (Sunnyvale Employee's Association)
- D. Resolution for Paying and Reporting the Value of Employer Paid Member Contributions

**City of Sunnyvale and Sunnyvale Employees' Association
Tentative Agreement
November 14, 2012**

The Parties have negotiated for a new MOU since April and have fully and extensively discussed their respective proposals and the facts related to those proposals. This package proposal identifies the Parties' comprehensive tentative agreement for a three year term.

Article 4 – Term

“The term of this Agreement shall be from July 1, 2012 through and including June 30, 2015, and will thereafter continue in effect until the parties reach agreement on a successor Agreement or the City Council takes action to modify the wages, hours and terms and conditions of employment provided hereunder.”

Article 16.2 – Salary Adjustments

“During the term of this Agreement, the City shall adjust base wages for all represented classifications as follows:

First full pay period in July 2014 = 3%

Article 16.3 – Comparable Agencies

“The parties agree that in negotiations for a successor memorandum of understanding, unless they agree on other survey jurisdiction, the comparable agencies for the majority of classifications in the bargaining unit shall be:

Alameda
Fremont
Hayward
Milpitas
Mountain View
Palo Alto
Richmond
San Leandro
San Mateo
Santa Clara

For purposes of comparing job classifications of Environmental Chemist and Water Pollution Control Operator, the parties agree to the following agencies:

Dublin/San Ramon Services District
Hayward
Palo Alto
San Jose
San Leandro
South Bay Systems Authority
Union Sanitary District

For the purposes of comparing the classification of Senior Programmer Analyst, the parties agree to the following agencies:

Fremont
Milpitas
Palo Alto

For the purposes of comparing the classification of Career Adviser, the parties agree to the following agencies:

Alameda Private Industry Council
Richmond Private Industry Council
San Francisco Private Industry Council
San Mateo Private Industry Council
Santa Clara Private Industry Council”

The balance of Article 16.3 is deleted.

Article 17.9 - Retirement

“Tier 1 – Current Personnel

The City has contracted with PERS to provide for Miscellaneous employees, including employees in this Unit, the retirement formula commonly called, “Local Miscellaneous 2.7% at age 55”.

The City has also contracted with PERS to provide Level III of the 1959 Survivor Benefit and the Military Buy-Back Option.

The City agrees to contribute to PERS on behalf of current employees as follows:

Through December 31, 2012, the City shall contribute seven percent (7%) of salary for the employee's share of PERS. Employees shall pay one percent (1%) of their required employee contribution, such payment shall be made pursuant to IRC Section 414(h)(2).

Effective the first full pay period in January 2013, the City shall contribute six percent (6%) of salary for the employee's share of PERS. Employees shall pay two percent (2%) of their required employee contribution; such payment shall be made pursuant to IRC Section 414(h)(2).

Effective the first full pay period in July 2013, the City shall contribute five percent (5%) of salary for the employee's share of PERS. Employees shall pay three percent (3%) of their required employee contribution; such payment shall be made pursuant to IRC Section 414(h)(2).

Effective the first full pay period in July 2014, the City shall contribute four percent (4%) of salary for the employee's share of PERS. Employees shall pay four percent (4%) of their required employee contribution; such payment shall be made pursuant to IRC Section 414(h)(2).

The City's payment of employees' PERS contribution is based upon authority from PERS and upon tax treatment permitted by the Internal Revenue Service and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board, or the IRS or the United States Department of Treasury may alter the current revenue rulings, either by other rulings or regulations.

The City shall continue to report the value of the employer paid member contribution (EPMC) as additional compensation for each employee.

Tier 2 – Personnel Hired Beginning the Last Full Pay Period of December, 2012

Employees hired beginning in the last full pay period in December, 2012 shall receive the Local Miscellaneous 2.0% at age 60 retirement formula. Final compensation shall be calculated using the single highest year model. These employees shall pay the same share of percentage of salary on a pre-tax basis to pay for their pension as the Tier 1 employees.

Tier 3 - New PERS Annuitants Hired Beginning January 1, 2013

Beginning January 1, 2013, the City shall provide pension benefits for new employees who are also new PERS annuitants in a manner consistent with State law and will otherwise comply with the Public Employees' Pension Reform Act (Government Code Section 7522 et seq.). These employees will pay fifty percent (50%) of normal cost to pay for their pension."

New Article – Paid Time Off

SEA and the City agree to renew their negotiations for a paid time off benefit to replace paid vacation leave and paid sick leave during February, 2013. The Parties shall meet and confer to impasse on this issue as a stand-alone subject pursuant to State law and City policy governing mandatory bargaining subjects and impasse procedures. If the Parties reach agreement, they shall memorialize their agreement in a side-letter, after approval by the SEA membership.

Article 16.4 – Overtime

"An employee who is required and authorized in advance by a management supervisor or his/her designee and who actually works overtime shall be compensated at one and one-half times his/her base hourly rate for all such overtime work in excess of forty (40) hours per work period, unless compensatory time is provided pursuant to Article 18.7. The City shall fully comply with the appropriate Fair Labor Standards Act's Regulations regarding the payment of overtime.

a) Overtime.

Overtime shall be defined as all hours worked in excess of forty (40) hours worked in a workweek. Except in the event of an emergency, the maximum number of hours an employee may work in any one 24 hour period is 12 hours.

The City shall define the workweek (fixed and regularly recurring period) for purposes of overtime.

An employee who works on a holiday shall be compensated at the overtime rate for all hours worked on the holiday in addition to eight (8) hours holiday pay.

All paid time shall count as time worked when determining overtime.

b) Flex Scheduling:

Flex scheduling is defined as an occasional adjustment to an employee's work schedule which does not alter the total number of hours scheduled to be worked per week, but simply alters the time of day those hours are worked.

For employees in the classifications listed in Exhibit C, the City and the employee shall be allowed to reasonably flex or change the work schedules for these employees in order to minimize overtime expenditures and facilitate an employee's ability to balance work with other aspects and obligations in accordance with the following procedures. The primary, but not exclusive, use of this provision is for the scheduling of evening meetings, special events, and occasional necessary work that cannot be performed during an employee's regular schedule. Flex scheduling shall not be used where the City determines that an alternative schedule pursuant to Administrative Policy Chapter 3, Article 39 or a special work schedule in accordance with the provisions of MOU Article 20.1 is more appropriate to address on-going City needs.

1. The flex schedule must occur within the employee's regular 40 hour workweek, but is not restricted to a specific day or portion thereof. The manager and employee should work collaboratively to flex the employee's schedule in a manner that satisfies the City's needs and also reschedules the employee's work to a time agreeable to the employee. The manager shall make the final determination. If an employee feels that a manager is not working collaboratively on flex scheduling, the employee may refer the matter to the Human Resources Director.
2. An employee should be informed about the need for a flex schedule with as much notice as is reasonably possible consistent with best practices.
3. No permanent change in work schedules are permitted under this provision.
4. No employee shall be put on a schedule that mandates the employee routinely stay late when there is no evening meeting, special event or occasional necessary work.

This Article shall not prohibit any employee covered by this MOU to voluntarily flex their schedule on a temporary basis, subject to the approval of their supervisor.

During the term of this MOU, the City or the Association may meet and confer over the issue of overtime, flex time and exempt status designation.”

New Exhibit C is attached.

Article 20.2 – Promotional Exams

“The department with an opening shall have the ability to interview and to appoint from among all of the applicants on the Eligible List consistent with the City’s applicable Civil Service Rules. In this regard, the following provisions will apply:

For a citywide promotional, the department may interview as many or as few candidates on the eligible list as it desires.

For a citywide transfer, the department may interview as many or as few candidates on the eligible list as it desires.

For an open and competitive recruitment, the department may interview as many or as few candidates on the eligible list as it desires.

When the City conducts a citywide promotional or transfer and an open and competitive recruitment for the same classification, regardless of how many candidates the department otherwise desires to interview pursuant to this Article, it shall interview SEA employees who are within the top five candidates on the eligible list.

The parties affirm and accept the City Charter merit system principle.”

Article 20.10 – Selection Appeal Procedure

“A Unit member who is not selected to fill a vacant position may request a meeting with a representative of the City’s Human Resources Department to receive feedback concerning the employee’s performance in the recruitment process. The purpose of this meeting is to enlighten the employee about his/her strengths and weaknesses for future opportunities within the City.”

Article 16.8 – Certification Pay

“Employees shall receive a total of 2.5% certification pay for the possession of one or more of these certifications as follows:

Classification	Certification
Water Pollution Control Operator in Training	Grade 1 Operator's Certificate/California State Water Resources Board
Sr. Water Pollution Control Operator	Grade 4 Operator's Certificate/California State Water Resources Board
Water Distribution Worker	Backflow Prevention Assembly Tester or Cross Connection Control Program Specialist from American Water Works Association Or Grade 3 or higher Water Distribution Operation Certificate from State of California Department of Health Services.
Sr. Water Distribution Worker	Backflow Prevention Assembly Tester or Cross Connection Control Program Specialist from American Water Works Association Or Grade 3 or higher Water Distribution Operation Certificate from State of California Department of Health Services
Water Distribution Crew Leader	Backflow Prevention Assembly Tester or Cross Connection Control Program Specialist from American Water Works Association

	Or Grade 3 or higher Water Distribution Operation Certificate from State of California Department of Health Services
Water Distribution Supervisor	Backflow Prevention Assembly Tester or Cross Connection Control Program Specialist from American Water Works Association Or Grade 4 or higher Water Distribution Operation Certificate from State of California Department of Health Services

The City shall adjust the pay of the employee starting the first full pay period (retroactively if necessary) following receipt by the City's Human Resources Department of the employee's proof of passing the Certification Examination."

Article 18.7 – Compensatory Time-Off

"An employee may select compensatory time off (CTO) in lieu of cash compensation for overtime required to be worked under Article 16.4.

Compensatory time shall accrue at the rate of time-and-one-half for each hour of overtime.

At any given time, an employee may not have a current CTO accrual balance of more than eighty (80) hours of CTO.

Compensatory time off accruals of greater than forty (40) hours shall be cashed-out during the last full pay period of each calendar year. At the employee's option, any amount up to all accrued time may be cashed out."

Article 16.5 – Out of Class Pay

“Employees who are temporarily assigned to work in a higher classification and work in such classification for six or more consecutive work days shall be compensated at five percent above the employees’ normal pay rate or the first step of the higher level position, whichever is greater. Assignments may be made to employees who are in the same division/department and who are capable of performing the work of the higher-level position whether or not they have attained a particular formal educational level. Such assignments will be assigned on an as-needed basis and when the higher classification is a budgeted vacancy or temporarily unfilled due to the incumbent’s absence for vacation or other approved leave.

Such out-of-class assignment pay shall be based on the full period of actual hours worked during the out-of-class assignment and received for the full period of time in which the employee works in the out-of-class assignment or any management or supervisory class, and provided that such higher assignment and related compensation has been authorized in advance by the employee’s manager or his/her designee and has been processed by the Human Resources Department. Out-of-class assignment pay shall not be paid for vacation, holidays, disability and any other leave during the out-of-class assignment; nor, shall such leave days be considered a break in the out-of-class assignment.”

Article 16.11 – Call-Back Pay

“An employee who is not on standby duty pursuant to Article 16.9, and who has completed his/her work day and has left his/her work site and is ordered to return to duty following the employee’s normal work day (“called back”), shall receive call back pay for actual work performed or a minimum payment of two (2) hours at the overtime rate if each of the following conditions is met:

The order to return to work occurs following the termination of his/her normal work shift on the day the return is required,

The return is necessitated by unanticipated work requirements, and

The employee actually returns to work (i.e. defined as physically returning to work).

An employee who receives a “call back minimum” and who leaves work, shall not receive another “call back minimum” if they are again called back to work within two (2) hours of the previous call back.

An employee who is ordered to begin his/her shift up to two (2) hours prior to his/her normal starting time shall not be eligible for call back pay for that early call back.

Employees who do not return to work but are contacted by telephone, pager, or computer, shall not be paid a call back minimum, but shall be paid for actual time worked at the overtime rate. Employees who are listed on a City emergency call list and who are called to respond in an emergency situation are deemed authorized by virtue of their inclusion on the emergency call list to respond directly to the emergency call and are not required to obtain additional authorization prior to either an over-the-phone, computer, or in-person response.

Call-Back hours shall be recorded on the employee’s timecard by using the “Call-Back” pay code.”

Article 17.10 – Reporting of Special Compensation – Uniforms

“Each employee required by the City to wear a uniform, and who actually wears the uniform during works hours, shall receive a uniform in a manner determined by the employee’s department or division. A uniform is defined as clothing which is a ready substitute for personal attire the employee would otherwise have to acquire and maintain. This provision excludes items that are for personal health and safety.

A standardized value, as determined by the City and adjusted annually each fiscal year, for qualified uniforms shall be reported as “special compensation” as required by PERS procedures for all affected employees. The amount shall be posted on the City’s intranet site along with other employee benefits.”

Article 19.5 – Safety Footwear

“Each employee required by the City to wear safety footwear (see Exhibit D) shall be required to purchase and wear OSHA-approved safety footwear and shall receive an allowance for the purchase of such footwear. The Human Resources Department shall maintain the listing of eligible classifications / positions and shall post the list on the City’s intranet site. If an employee’s manager determines that an employee who is not on the list should have safety footwear, the manager shall

provide the information to the Human Resources Department, and if the Risk Manager approves, the employee shall promptly be added to the list.

The maximum allowance shall be two hundred twenty-five dollars (\$225.00), and may be used for more than one pair of safety footwear.

The allowance shall be paid at the end of the first full pay period in July of each year to those active employees in classes requiring safety footwear or for employees hired after that time, during the first full pay period of employment. The safety footwear amount shall be reported as "special compensation" as required by PERS procedures for all affected employees. The amount shall be posted on the City's intranet site along with other employee benefits."

Article 21.2 – Use of City Facilities and Equipment

"The Association may be granted the use of City facilities subject to the following conditions:

- the meeting is during non-work hours;
- the meeting is for City employees;
- the meeting is not for organizing activities;
- the meeting is not for a membership drive;
- the Association makes a written request at least 24 hours in advance of the day it wants to use the facility, and stating the purpose of the meeting; and
- space is available.

The parties agree the City has the right to assess reasonable charges for the use of such facilities.

Use of City equipment, other than items normally used in the conduct of such business meetings, such as desks, chairs, and black/whiteboards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

The Association may use the City's e-mail system and interoffice mail system outside of work hours to post notices and results of elections, appointments of officers, to schedule and post notices of meetings, and to post notices of recreational, social and other organization events. Per Municipal Code Section 2.24.100, employees may only review and respond to such notices during non-work times.

In those instances where the City initiates contact with the Association and requires a response with less than a five day turn-around time, the Association officers are authorized to communicate with members by e-mail or interoffice mail.”

Article 20.7 Job-Related Work

“Employees shall not be required to do job-related work during break periods. “Job-related work” includes any work set forth in a job description, stated as a component part of a job evaluation, or any work directed to be done by a supervisor or manager.”

Article 19.9 – Transportation Benefit

“Internal Revenue Code §132(f) allows employers to offer employees the opportunity to set aside a portion of their salary, under a salary reduction arrangement, to pay for their personal expenses for commuting to and from work. Employees will not be taxed on amounts set aside and used for qualified expenses. This benefit will be cost neutral to the City.

Association employees who qualify may participate in this program by completing a written compensation reduction election form choosing a fixed amount of compensation to be withheld pre-tax and received at a future date. IRC §132(f) requires that the compensation reduction election or “salary reduction agreement” be made in writing and include the date of the election, the amount of the compensation to be reduced, and the period for which the benefit will be provided. The employee election amount may not exceed the monthly maximum for the benefit category and the election must be made before the employee is able to currently receive the compensation. The monthly maximum may be updated revised from time to time by the Internal Revenue Service.

Commute Incentive. Employees may voluntarily elect **one** of the following commute incentives:

Public Transit. The city will provide monthly Commuter Checks worth the value stated below to be used toward the purchase of a monthly transit pass:

\$40 for employees traveling three or more zones on Caltrain;

\$40 for employees using the Dumbarton Express, BART, the ACE train, or a commuter highway vehicle;
\$35 for employees traveling less than three zones on Caltrain;
\$35 for employees using VTA and other buses.

Carpool. The City will provide carpool vouchers worth the value of \$30 per month to each eligible employee in a carpool with two or more people. These vouchers may be used at designated service stations toward the purchase of fuel and other vehicle-related expenses.

Vanpool Program. The city will provide Commuter Checks worth the value up to \$60 to each employee voluntarily participating in the Vanpool Program. These vouchers may be used toward payment of the monthly cost. Employees must fulfill the basic requirements of the Employee Commute Alternatives Program to qualify.

Bicycle. The City will provide bicycle vouchers worth the value of \$20 per month to eligible employees who ride a bicycle to work. These vouchers may be used at designated bicycle shops for related bicycle equipment and expenses.

Walk. The City will provide walker vouchers worth the value of \$20 per month to eligible employees who walk to work. These vouchers may be used at designated stores for expenses related to walking such as footwear and related accessories.”

Article 20.1 – Work Schedule

“Individual departments or divisions must adhere to City-wide policies for non-shift personnel. These departments and divisions may not adopt or impose processes or procedures concerning work schedules, other than those related to business necessity and/or job-site safety, which are more stringent than those set forth in City-wide rules and regulations, unless the process or procedure was subject to SEA comment before adoption.

An employee(s) may request an alternative work schedule(s) based on the guidelines found in the City’s Administrative Policy related to Work Schedules.

This policy specifically allows the establishment of alternative work schedules, including flextime schedules. It also requires that the City establish schedules that are attentive to the needs of individual employees while also assuring prompt, efficient and cost effective public service.

In addition to the present provisions for special schedules for individual employees, the following provisions are made for special schedules for shift personnel at the Water Pollution Control Plant:

A special schedule of varying hours in a bi-weekly pay period may be implemented for all shift personnel (Senior Water Pollution Control Operators, Water Pollution Control Operators, and Operators in Training) upon approval of two thirds (2/3) of the work group, the Department Director and the City Manager.

A special work schedule implemented according to the above procedure may be terminated at the end of a pay period by the City Manager, the Department Director, or upon 2/3 vote of the affected shift personnel upon three (3) weeks written notice to each other.

The City agrees to consider the needs and desires of employees requesting a special schedule. If the City denies a request for a special schedule, then the City will give the employee(s) the reasons for the denial in writing.”

New Article 11 -- Governmental Mandates

“If the Federal Government or the State of California or any voter-driven initiative imposes any labor requirements or mandates any changes in employee compensation (wages or benefits) or employer mandated costs associated with employee compensation applicable to SEA represented employees, the Association and the City shall meet and confer over the impacts of the legal requirement or mandated change. The parties understand that the City will have to timely comply with any changes in the law independent of their negotiations over the impacts of those legal changes. However, the City will endeavor to meet and confer with the Association prior to the implementation of such changes, and in any event, as promptly as possible.”

Article 19.11 – Reimbursement Procedures

“If either the City or an employee finds an overpayment has occurred, for whatever reason, it is the responsibility of the person discovering the error to bring it to the attention of the other party immediately. The overpayment may be reimbursed over the same amount of time that the overpayment occurred, up to the maximum of one year.

Any employee who receives an amount annually that is designated for work-related attire or equipment that is individual-specific and not capable of being transferred to another employee, and who, having expended the amount received and acquiring and using the item, terminates employment, is not required to reimburse the City a pro-rata amount for the attire or equipment. Unexpended amounts are subject to return upon termination of employment.”

FOR THE CITY OF SUNNYVALE

FOR SUNNYVALE EMPLOYEES' ASSOCIATION

DATE: 11/21/12

DATE: 11/21/12

Teri Silva
Teri Silva, Human Resources Director

Pamela J. Dunn for Dustin Clark
Dustin Clark, SEA President *Clark*

Doug Baker
Doug Baker, Negotiations Team

Kevin Woodworth
Kevin Woodworth

Drew Corbett
Drew Corbett, Negotiations Team

JoAnn Rees
JoAnn Rees

Jack Hughes
Jack Hughes, Chief Negotiator

Juan Castro
Juan Castro

Sharon Rogers
Sharon Rogers

Valerie Armento
Valerie Armento, Chief Negotiator

ATTACHMENT B

CITY OF SUNNYVALE
AND
SUNNYVALE EMPLOYEES' ASSOCIATION
MEMORANDUM OF UNDERSTANDING
JULY 1, 20~~08~~12 TO JUNE 30, 20~~12~~15

(TO BE UPDATED ONCE FINALIZED)

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- D - Classifications Eligible for Safety Footwear Allowance
- E - Water Pollution Control Plant Instrumentation and Maintenance Mechanics
Tool Inventory Agreement

Article 1 PREAMBLE

This Memorandum of Understanding (MOU) is between the City of Sunnyvale and the duly authorized representatives of the Sunnyvale Employees' Association (SEA). Its purpose is to promote harmonious relations between the City, the Association, and employees by setting forth the understanding of the parties reached as a result of meeting and conferring in good faith regarding the wages, hours, and certain other terms and conditions of employment of employees in the classifications comprising this Bargaining Unit (Unit).

Article 2 RECOGNITION

The Sunnyvale Employees' Association (Association) is hereby acknowledged as the exclusively recognized employee organization for those employees in the classifications listed in Exhibit A as it currently reads or as modified by agreement of the parties during the term of the MOU.

If the City develops a new classification, it shall make an initial determination as to the bargaining unit and job family placement of that classification.

The City shall notify the Association of the development of a new classification and the City's initial bargaining unit placement and job family placement, and, upon written request from the Association within ten (10) work days from the City's notice, shall consult with the Association concerning the placement of the new classification(s).

Article 3 RATIFICATION

It is agreed that the provisions of this MOU are of no force or effect until ratified by the Association and duly adopted by the City Council of the City of Sunnyvale.

Article 4 TERM

The term of this Agreement shall be from July 1, 20~~08~~12, through and including June 30, 20~~12~~15, and will thereafter continue in effect until the parties reach agreement on a successor Agreement or the City Council takes action to modify the wages, hours and terms and conditions of employment provided hereunder.

Article 5 CITY RIGHTS

Except as modified by this MOU, the rights of the City as contained in the City Charter, Constitution and Laws of the State of California include, but are not limited to, the right to determine the services, activities and functions of its constituent departments, commissions and boards; set standards of service; determine the procedures and standards of selection for employment and promotion; direct its employees; take disciplinary action for just cause; layoff its employees because of lack of work or for other legitimate reasons; maintain the efficiency of governmental operations; determine the

methods, means and personnel by which governmental operations are to be conducted; take all necessary actions to carry out its service, activities and functions in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work.

Article 6 FULL UNDERSTANDING, MODIFICATIONS, AND WAIVERS

This Agreement sets forth the full and entire agreement of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements, including any prior memoranda of understanding, over the matters set forth within, whether formal or informal, are hereby superseded or terminated in their entirety.

It is agreed and understood that, except as set forth herein, each party hereto voluntarily and unqualifiedly waives its right to negotiate, and agrees that the other party shall not be required to negotiate with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation, during the term of this Agreement.

No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed by all parties hereto, and if required, approved by the City and ratified by the membership of the Association.

The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

Article 7 SEVERABILITY

In the event any provision of this MOU is declared invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the MOU shall remain in full force and effect.

If a provision is declared invalid or unenforceable as provided above, at the written request of either party submitted to the other within ten (10) work days of such action by the court, the parties shall meet promptly to negotiate the impact of such declaration by the court.

Article 8 ORDINANCES, CODES, AND RESOLUTIONS

Any written City ordinances, codes, or resolutions currently in effect that cover subjects within the scope of representation shall not be changed during the term of this Agreement without first giving the Association the opportunity to meet and confer concerning such changes, except as otherwise provided by this Agreement.

Such meeting and conferring shall be up to and including mediation.

Article 9 SCOPE OF NEGOTIATIONS

The scope of representation shall include all matters relating to employment conditions, and employer-employee relations including but not limited to wages, hours, and other terms and conditions of employment, as provided by the Meyers-Milias-Brown Act and as may be amended.

Article 10 AUTHORIZED AGENTS

For purposes of administering the terms and provisions of this Agreement:

City's principal authorized representative shall be the City's Director of Human Resources or his/her duly authorized representative (address: 505 West Olive Avenue, Suite 200, Sunnyvale, CA 94086; telephone (408) 730-7495) except where a particular management representative is specifically designated in connection with the performance of a specified function or obligation set forth herein.

The Association's principal authorized agent shall be the President of the Sunnyvale Employees' Association or his/her duly authorized representative. The Association's official mailing address is P.O. Box 70700, Sunnyvale, CA 94086.

Article 11 ~~NON-DISCRIMINATION~~GOVERNMENTAL MANDATES

If the Federal Government or the State of California or any voter-driven initiative imposes any labor requirements or mandates any changes in employee compensation (wages or benefits) or employer mandated costs associated with employee compensation applicable to SEA represented employees, the Association and the City shall meet and confer over the impacts of the legal requirement or mandated change. The parties understand that the City will have to timely comply with any changes in the law independent of their negotiations over the impacts of those legal changes. However, the City will endeavor to meet and confer with the Association prior to the implementation of such changes, and in any event, as promptly as possible,

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~~The parties agree that they and each of them shall not discriminate against any employee based on race, religious creed, color, national origin, ancestry, gender, sexual orientation, age, physical or mental disability, medical condition, or marital status.~~

~~The parties agree that they and each of them shall not discriminate against any employee because of membership or non-membership in the Association, or because of any authorized activity on behalf of the Association, or because of the exercise of rights under this Agreement.~~

Article 12 EQUAL EMPLOYMENT OPPORTUNITY POLICY

The Sunnyvale Employees' Association supports in full the City's Equal Employment Opportunity Policy.

Article 13 AMERICANS WITH DISABILITIES ACT (ADA)

The parties recognize that the City may be required to make certain accommodations to carry out its obligations under the Americans with Disabilities Act (ADA). Some of these accommodations may require actions which are contrary to the language or intent of existing provisions of this Agreement. The parties agree that such accommodation shall not constitute a "past practice" or waiver by either party to its right to fully enforce such provisions in the future with regard to persons not subject to the protections of the ADA. Recognizing that circumstances surrounding ADA compliance in individual cases necessarily involve matters which are personal and require the utmost confidentiality, specifics of an individual case shall not be divulged by the City. This Article shall not be grievable or arbitrable.

Article 14 RENEGOTIATIONS

In the event either party hereto desires to negotiate a successor MOU, written notice of desire to renegotiate shall be served during the period of 120 days to 90 days prior to the termination date of the MOU. If either party serves notice to renegotiate, the Association shall provide the City with its initial written proposals 90 days prior to the termination of the MOU.

The negotiations shall begin as soon as practical after receipt of such written notice.

Article 15 NEGOTIATION PREPARATION

Members of the SEA negotiating team shall be released from work duties for up to a total of two (2) hours either prior to or after each meeting scheduled for the purpose of meeting and conferring on a new Memorandum of Understanding.

Article 16 WAGES/COMPENSATION

16.1 Salaries

Pay rates for each classification within the Unit shall be assigned to a pay grade as set forth in Pay Plan Category B as defined in the City's Salary Resolution, consistent with compensation objectives described in the City's Administrative Policy.

16.2 Salary Adjustments

~~Effective the pay period that includes July 1, 2008: An additional step shall be added to each classification's salary schedule, 5% above current top step. All employees currently at top step for 26 pay periods will move to the new salary step. All employees currently at~~

~~Step 5 for less than 26 pay periods will move to Step 6 when they reach 26 pay periods. All other employees receive step increases, if eligible, in accordance with the City's Civil Service Rules & Regulations and appropriate administrative policies.~~

~~Those employees who, during the first year of this contract, will not be eligible to receive the additional salary step as described above will receive a one time payment of \$250 upon ratification of this agreement.~~

~~Effective the first full pay period April 2009: 2% across the board increase.~~

~~Effective first full pay period January 2010: 2% across the board increase.~~

~~Effective first full pay period October 2010: 2% across the board increase.~~

During the term of this Agreement, the City shall adjust base wages for all represented classifications as follows:

~~Effective first full pay period that includes July 1, 2014: 3% across the board increase. implementation of the salary survey as described in section 16.3.~~

16.3 Salary Survey Comparable Agencies

a) Survey Jurisdictions

~~The following cities will be used as survey jurisdictions for all benchmark classifications, unless the City and the Association mutually agree to the use of other jurisdictions.~~

The parties agree that in negotiations for successor memorandum of understanding, unless they agree on other survey jurisdictions, the comparable agencies for the majority of classifications in the bargaining unit shall be:

Alameda
Fremont
Hayward
Milpitas
Mountain View
Palo Alto
Richmond
San Leandro
San Mateo
Santa Clara

~~If the benchmark~~For purposes of comparing job classifications of Environmental Chemist and Water Pollution Control Operator ~~continues~~, the parties agree to the following agencies~~survey jurisdiction will be included:~~

Dublin/San Ramon Services District
City of Hayward

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City of Palo Alto
City of San Jose
City of San Leandro

South Bay Systems Authority
Union Sanitary District

For purposes of comparing If the benchmark classification of Senior Programmer Analyst continues, the parties agree to the following agencies: survey jurisdictions will be included:

City of Fremont
City of Milpitas
City of Palo Alto

For purposes of comparing If the benchmark classification of Career Advisor the parties agree to continues, the following agencies: survey jurisdictions will be included:

Alameda Private Industry Council (PIC)
City of Richmond PIC
San Francisco City/County PIC
San Mateo County PIC
Santa Clara County PIC

b) Benchmark Classifications

~~The City and the Association have agreed to establish a committee to review the benchmark classifications to be used for the surveys conducted pursuant to this Agreement. In January 2011, the City shall appoint three representatives, in addition to the Director of Human Resources, and the Association shall identify three representatives to serve on the committee. The committee shall complete its review and provide its joint recommendation to the City Manager no later than March 1, 2011. Unless the City Manager requests additional review by March 31, 2011, the committee's recommendations shall be adopted, and will be utilized effective with the survey for FY 2011-12~~

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c) Survey Period

~~On or before June 1, 2011, the City shall conduct a salary survey for the purpose of determining the market average pay for each benchmark classification. The data shall reflect salaries in effect at the time of the survey through June 30th. When applicable, the survey shall include any increases known to take effect during the first 15 days in July.~~

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d) Survey Components

~~Salary data shall be collected for each benchmark classification, and the elements of the data shall include:
top-step monthly base salary, and
maximum agency monthly contribution of the employer paid employee contribution to retirement.~~

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~~The City will obtain tool allowance data for Equipment Mechanics from comparison survey agencies. This tool allowance data will be added to the base salary when calculating salary for other jurisdictions.~~

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e) Survey Calculations

~~The average market pay for each benchmark shall be determined by aggregating the results of all surveyed jurisdictions and dividing the sum amount by the number of survey jurisdictions. The result is the average market pay for each benchmark classification.~~

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~~When determining the market average for each benchmark, one survey jurisdiction (the lowest of either Hayward or Richmond) shall be deleted.~~

~~The required adjustment to Sunnyvale salaries is the difference between Sunnyvale's actual pay (top step base pay plus monthly contribution of the employer paid employee contribution to retirement) for each benchmark classification and the market average pay for the respective benchmark.~~

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f) Salary Adjustment

~~The actual adjustment for the fiscal year beginning 2011 is determined as follows: An adjustment equal to the market average plus 3%.~~

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~~The minimum salary adjustment for each benchmark classification shall be 1% regardless of the survey results.~~

~~The maximum salary adjustment for each benchmark classification shall be 3.5%. Salary adjustments pursuant to this article shall be effective with the pay period including July 1, 2011.~~

16.4 Overtime

An employee who is required and authorized in advance by a management supervisor or his/her designee and who actually works overtime shall be compensated at one and one-half times his/her base hourly rate for all such overtime work in excess of forty (40) hours per work period, unless compensatory time is provided pursuant to Article 18.7. All overtime must be approved in advance by the employee's management supervisor or his/her designee. The City shall fully comply with the appropriate Fair Labor Standards Act's Regulations regarding the payment of overtime.

a) Overtime, shall be defined as:

~~all hours worked in excess of eight (8) hours worked in a workday, or~~

~~all hours worked in excess of nine (9) hours worked in a workday if the employee is working on a nine (9) hour day schedule, or~~

~~all hours worked in excess of ten (10) hours worked in a workday if the employee is working on a ten (10) hour day schedule, or~~

~~as provided in a written special schedule agreement established according to provisions of Section 6.200 of the City's Salary Resolution, and~~

~~all hours worked in excess of forty (40) hours worked in a workweek.~~

~~The City shall define the work period for purposes of overtime.~~

~~Overtime shall be defined as all hours worked in excess of forty (40) hours worked in a workweek. Except in the event of an emergency, the maximum number of hours an employee may work in any one 24 hour period is 12 hours.~~

~~The City shall define the workweek (fixed and regularly recurring period) for purposes of overtime.~~

An employee who works on a holiday shall be compensated at the overtime rate for all hours worked on the holiday in addition to eight (8) hours holiday pay.

All paid time shall count as time worked when determining overtime; ~~see also Exhibit B.~~

b) Flex Scheduling

~~Flex scheduling is defined as an occasional adjustment to an employee's work schedule which does not alter the total number of hours scheduled to be worked per week, but simply alters the time of day those hours are worked.~~

For employees in the classifications listed in Exhibit C, the City ~~and the employee~~ shall be allowed to reasonably flex or change the work schedules for these employees in order to minimize overtime expenditures ~~and facilitate an employee's ability to balance work with other aspects and obligations~~ in accordance with the following procedures. ~~The primary, but not exclusive, use of this provision is for the scheduling of evening meetings, special events, and occasional necessary work that cannot be performed during an employee's regular schedule. Flex scheduling shall not be used where the City determines that an alternative schedule pursuant to Administrative Policy Chapter 3, Article 39 or special work schedule in accordance with the provisions of MOU Article 20.1 is more appropriate to address on-going City needs.~~

- ~~1. 1. The flex schedule must occur within the employee's regular 40 hour workweek, but is not restricted to a specific day or portion thereof. The manager and employee should work collaboratively to flex the employee's schedule in a manner that satisfies the City's needs and also reschedules the employee's work to a time agreeable to the employee. The manager shall make the final determination. If an employee feels that a manager is not working collaboratively on flex scheduling, the employee may refer the matter to the Human Resources Director.~~

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~~2. 2. The An employee mustshould be informed about the need for a of the requirement for flex scheduling with as much notice as is reasonably possible consistent with best practices prior to the end of the previous week.~~

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~~3. 3. No permanent change in work schedules are permitted under this provision. For purposes of this section only, permanent shall be defined as any period longer than eight weeks.~~

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~~4. 4. No employee shall be put on a schedule that mandates the employee routinely stay late when there is no evening meeting, special event or occasional necessary work.~~

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~~This Article shall not prohibit any employee covered by this MOU to voluntarily flex their schedule on a temporary basis, subject to the approval of their supervisor.~~

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~~During the term of this MOU, the City or the Association may meet and confer over the issue of overtime, flex time and exempt status designation.~~

~~The primary, but not exclusive, use of this provision is for the scheduling of evening meetings, special events, and occasional necessary work that cannot be performed during an employee's regular schedule.~~

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~~This section shall not prohibit any employee covered by this MOU to voluntarily flex their schedule on a temporary basis, subject to the approval of their supervisor.~~

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16.5 Out-Of-Class Pay

Employees who are temporarily assigned to work in a higher classification and work in such classification for ~~three six~~ or more consecutive work days shall be compensated at five percent above the employees' normal pay rate or the first step of the higher level position, whichever is greater. Assignments may be made to employees who are in the same division/department and who are capable of performing the work of the higher-level position whether or not they have attained a particular formal educational level, meet the minimum qualifications of the higher-level position and those who assume a significant number of duties of the higher classification will qualify for work out-of-class compensation. Such assignments will be assigned on an as-needed basis and when the higher classification is a budgeted vacancy or temporarily unfilled due to the incumbent's absence for vacation or other approved leave.

Such out-of-class assignment pay shall be based on the full period of actual hours worked during the out-of-class assignment and received for the full period of time in which the employee works in the out-of-class assignment or any management or supervisory class, and provided that such higher assignment and related compensation has been authorized in advance by the employee's manager or his/her designee and has been processed by the Human Resources Department. Out-of-class assignment pay shall not be paid for vacation, holidays, disability and any other leave during the out-of-class assignment; nor, shall such leave days be considered a break in the out-of-class assignment.

~~Employees not meeting the minimum qualifications of the higher-level classification assignment shall receive 5% additional compensation for the percentage of time that the higher duties are performed. Such higher-level duty compensation will be paid when an employee performs higher-level duties for three or more consecutive workdays. Actual percentage payment will be a minimum of 50% unless payment is provided to multiple employees or for other operational reasons.~~

~~Work out-of-class compensation and higher-level duty compensation must be approved in advance by the employee's department manager and by the Human Resources Department.~~

16.6 Bilingual/Translator Pay

Employees are entitled to receive, in addition to their regular compensation, sixty dollars (\$60.00) per month (i.e., twenty seven dollars and sixty-nine cents [\$27.69] per pay period) for Bilingual/Translator skills if they meet the following criteria:

- a) Certification by a provider contracted through the Department of Human Resource that the employee possess the needed language skills at an acceptable skill level; and
- b) Certification by the director of the department that the particular assignment of the employee involves need for the required skills on a regular and frequent basis.

Bilingual/Translator Pay will not necessarily continue if the employee is transferred or promoted.

Qualifying languages are: Chinese, Japanese, Sign Language, Spanish, Tagalog (Filipino), Thai, Vietnamese, Farsi, and other language(s) deemed appropriate by the City.

16.7 Hazardous Duty Pay

~~a)~~ Employees who regularly perform any of the duties listed below shall be paid two percent (2%) over their regular base pay for full pay periods in which such work is performed as a part of the employee's regular assignment:

Use of high climbing rope for tree trimming work;

Use of mechanical, hydraulic or pneumatic boom equipment for high electrical or mechanical work;

Use of climbing equipment for high pole work;

Repair of knockdowns in which there is potential contact with high voltage electrical wires;

Operation of the Stinger Crane when there is potential contact with high voltage electrical wires:

Work in confined spaces as determined by the City, except as performed by employees in the water pollution control series.

Confined space is a space defined by the concurrent existence of the following conditions:

Existing ventilation is insufficient to remove dangerous air contamination and/or oxygen deficiency which may exist or develop; and

Ready access or egress for the removal of a suddenly disabled employee is difficult due to the location and/or size of the opening; and

Dangerous Air contamination” and “oxygen deficiency” are used as defined in Title 8, Article 108, Section 5156 of the California Occupational Safety and Health Code.

As used in this Article, “high” means that the nature of the work requires the employee to operate at a height above the ground that presents a danger of injury from a fall.

~~b)~~ Effective the first pay period following the ratification of the MOU, hazardous duty pay as described in section 16.7(a) will be eliminated. Hazardous duty pay will be revised as follows:

Employees in the classification of Utility Worker, Sr. Utility Worker, Public Works Leader, Sr. Public Works Leader, Equipment Operator, Sr. Park Utility Worker, Water Meter Repair Worker, Water System Operator, Public Works Maintenance Worker I/II, Water Distribution Worker, Sr. Water Distribution Worker, Water Distribution Leader, Sr. Water Distribution Crew Leader will receive a 1.5% hazardous duty differential if assigned to the Trees (801), Concrete (803), Sewer & Storm (404), or Water (403) divisions in the Public Works Department or a 0.5% hazardous duty differential if assigned to the Street Maintenance (402) division in the Public Works Department.

All other employees not receiving the revised hazardous duty differential as described above, but who received hazardous duty compensation during the fiscal year 06-07 or 07-08 will receive a one time payment of \$250.

16.8 Certification Pay

Employees shall receive a total of 2.5% certification pay for the possession of one or more of these certifications as follows:

Classification	Certification
Water Pollution Control Operator in Training	Grade 1 Operator's Certificate/California State Water Resources Board
Sr. Water Pollution Control Operator	Grade 4 Operator's Certificate/California State Water Resources Board
Water Distribution Worker	Backflow Prevention Assembly Tester or Cross Connection Control Program Specialist from American Water Works Association <u>Or</u> <u>Grade 3 or higher Water Distribution Operation Certificate from State of California Department of Health Services</u>
Sr. Water Distribution Worker	Backflow Prevention Assembly Tester or Cross Connection Control Program Specialist from American Water Works Association <u>Or</u> Grade 3 or higher Water Distribution Operation Certificate from State of California Department of Health Services
Water Distribution Crew Leader	Backflow Prevention Assembly Tester or Cross Connection Control Program Specialist from American Water Works Association

	Or Grade 3 or higher Water Distribution Operation Certificate from State of California Department of Health Services
Sr. Water Distribution Supervisor Crew Leader	Backflow Prevention Assembly Tester or Cross Connection Control Program Specialist from American Water Works Association Or Grade 4 or higher Water Distribution Operation Certificate from State of California Department of Health Services

The City shall adjust the pay of the employee ~~for the starting the first full~~ pay period ~~(retroactively if necessary)~~ following ~~receipt by the City's Human Resources Department of the employee's proof of passing the Certification Examination. the effective date of passing the Certification Examination, provided that the date of passing the exam is not more than 60 calendar days preceding the date of presentation of the notice to the Department of Human Resources. For exam passing dates more than 60 days prior to presentation to the Department of Human Resources, the effective date of pay adjustment is the start of the following pay period. Date of passing exam is defined as receipt by the City of a copy of notification from the testing agency.~~

16.9 Standby Duty and Compensation

Standby duty is defined as that circumstance which requires the employee so assigned to:

Be ready to respond in a reasonable time to calls for her/his service;

Be readily available at all hours by telephone, or other communication devices, and

Refrain from activities which might impair her/his assigned duties upon call.

Standby duty shall be assigned by a management supervisor or his/her designee in writing; and

Shall be compensated at the rate of 0.7 hours at the overtime rate for each eight (8) hours of standby duty worked; plus

Two (2) hours compensation at the overtime rate on completion of fourteen (14) consecutive eight (8) hour periods of standby duty.

On holidays, standby shall be compensated at the rate of 1.5 hour at the overtime rate for each eight (8) hours of standby duty worked.

Standby hours shall be recorded on the employee's timecard by using the "Standby" pay code.

Notwithstanding the foregoing, for employees in the Water/Sewer Unit of the Field Services Division, the following provision for Standby shall apply:

Shall be compensated at the rate of 0.7 hours at the overtime rate for each shift of approximately eight (8) hours of Standby duty worked (not to exceed three (3) shifts per day), plus

For standby on a weekend (Saturday and/or Sunday), standby pay is paid on completion of three (3) consecutive shifts of Standby Duty, at the rate of one (1) hour of compensation at the overtime rate. An employee on Standby for Saturday would receive one (1) hour at the overtime rate for Saturday; an employee on Standby for Sunday would receive one (1) hour at the overtime rate for Sunday; an employee who was on Standby for both Saturday and Sunday would receive one (1) hour for each day; for a maximum of two (2) hours for a weekend of standby duty.

On City observed holidays, Standby shall be compensated at the rate of one and a half (1.5) hours at the overtime rate for each shift of Standby duty (not to exceed three (3) shifts, per day).

16.10 Call-Out Duty and Compensation

An employee who is assigned to standby duty pursuant to the Standby Duty and Compensation provisions of this Agreement, and is directed to return to work, and the employee actually returns to work (defined as physically returning to work), shall be compensated for actual work performed or by a minimum payment of 1.4 hours at the overtime rate.

Upon completion of a call-out assignment, if a new call-out is received within the original 1.4 hour call-out minimum period, it will not be compensated as a separate call-out.

If a new call-out is received prior to the completion of the previous call-out assignment, the new call-out will be considered a continuation of the previous call-out, and no additional minimum shall apply.

When assigned to standby duty on a City observed holiday, the call-out minimum shall be two (2) hours at the overtime rate.

Employees who do not return to work but who are contacted by telephone, pager, or computer shall not be paid a call out minimum, but shall be paid for actual time worked at the overtime rate.

Call-Out hours shall be recorded on the employee's timecard by using the "Call-Out" pay code.

16.11 Call Back Pay

An employee who is not on standby duty pursuant to Article [B.4.516.9](#), and who has completed his/her work day and has left his/her work site and is ordered to return to duty following the employee's normal work day ("called back"), shall receive call back pay for actual work performed or a minimum payment of two (2) hours at the overtime rate if each of the following conditions is met:

The order to return to work occurs following the termination of his/her normal work shift on the day the return is required,

The return is necessitated by unanticipated work requirements, and

The employee actually returns to work (i.e. defined as physically returning to work).

An employee who receives a "call back minimum" and who leaves work, shall not receive another "call back minimum" if they are again called back to work within two (2) hours of the previous call back.

An employee who is ordered to begin his/her shift up to two (2) hours prior to his/her normal starting time shall not be eligible for call back pay for that early call back.

Employees who do not return to work but are contacted by telephone, pager, or computer, shall not be paid a call back minimum, but shall be paid for actual time worked at the overtime rate. [Employees who are listed on a City emergency call list and who are called to respond in an emergency situation are deemed authorized by virtue of their inclusion on the emergency call list to respond directly to the emergency call and are not required to obtain additional authorization prior to either an over-the-phone, computer, or in-person response.](#)

Call-Back hours shall be recorded on the employee's timecard by using the "Call-Back" pay code.

16.12 Court Pay

When scheduled and required by the City to appear in court on his/her regularly scheduled day off, an employee shall modify his/her work schedule so that the City-related court duties occur during the employee's work time. In those situations where the work schedule cannot be modified, an employee shall receive a minimum of four (4) hours at the overtime rate if the following conditions are met:

The court appearance occurs either during the employee's scheduled day off, or between shift duty for employees scheduled on the graveyard shift.

For the purpose of this Article, the graveyard shift is defined as any shift beginning between 7:00 p.m. and 12:00 midnight.

16.13 Emergency Overtime for Employees/Rest Period

If an employee is required to respond to an emergency call that requires him/her to work more than twelve hours within a twenty-four hour period, and any portion of those twelve hours is after midnight, the employee shall be entitled to an eight hours rest period prior to returning to work. If any portion of the rest period occurs during the employee's regular schedule, the employee shall receive regular paid compensation for that time.

This section shall not apply to a declared disaster or period of emergency as determined by the City Manger.

16.14 Class A and B Driver's License Compensation

Employees who are required to possess and maintain a Class A or B California Driver's License shall receive an additional \$75 per month (\$34.62 per pay period). Such payment shall not be made for any period of time when the employee's license is suspended or revoked, or the employee is determined to be unable to operate a commercial vehicle due to a lapsed DMV commercial driver medical clearance or as a result of removal from safety-sensitive functions by a medical review officer, due to a positive DOT-mandated drug or alcohol test.

16.15 License Reimbursement

Employees who are required by the City to maintain a Class A or B California Driver's License and who successfully renew their driver's license or acquire a new license upon starting a new assignment requiring a Class A or B Driver's License shall, upon submission of a receipt by the employee, be reimbursed by the City for the difference in cost between such license and a California Class C Driver's License.

Article 17 INSURANCE PLANS

The City shall continue to provide group Medical, Dental, Vision, and optional Life/AD&D insurance plans, and the Employee Assistance Program. Any health plans for which the City contracts directly with the provider, prior to changing the provider or the level of benefits, the City shall first give the Association the opportunity to meet and agree concerning such changes.

The City shall contribute (453.07). per pay period (\$981.65/month) toward Medical, Dental, Vision, the Employee Assistance Program, and optional Life/AD&D insurance. This amount shall be allocated \$516.99 for the medical plan contribution and \$464.66 for the cafeteria plan contribution

17.1 Medical Insurance

Effective January 2009, the City's contribution to the medical/cafeteria plan will be revised as follows:

- a) Calculate 80% of the average of the family monthly premium for the Bay Area/Sacramento CalPERS Blue Shield Access HMO and the CalPERS Kaiser HMO plan. The calculation for 2009 will be as follows:
- Kaiser \$1,321.58 per month
 - Blue Shield \$1,457.48 per month
 - Average \$1,389.53 per month
- 80% \$1,111.62 per month

- b) The contribution as described in section a (above) will be allocated 49% medical contribution and 51% cafeteria plan.

2009 Calculation

49% Medical - \$ 544.69
51% Cafeteria - \$ 566.93
\$1,111.62 total contribution

- c) Employees who elect Employee Only Medical coverage or no medical coverage will be entitled to a cafeteria plan contribution equal to 33¹/₃% of the cafeteria amount listed in section 17.1(b).

2009 Contribution for these employees

$\$566.93 \times 33\frac{1}{3}\% = \$ 187.09$

- d) Those employees who, as of the ratification of this agreement, are enrolled in the Employee Only PERSCare medical plan will receive a \$500 annual City contribution to a Section 125 medical reimbursement account provided they switch to an alternative medical plan during the open enrollment period ending October 10, 2008.

A Section 125 medical reimbursement plan will be offered to all employees on a voluntary basis.

- e) Cafeteria Plan contributions may be used by employees to purchase both taxable and non-taxable benefits including medical premiums, dental premiums, family vision premiums, and supplemental life premiums. There shall be no cash payments for any unused Cafeteria Plan contributions.
- f) Annual medical and Cafeteria Plan changes during the term of this MOU shall be calculated in accordance with the formula described in section a (above). However, any annual increases in the medical contributions shall not exceed a 5% total increase. Any amount in the formula increase that will exceed a 5% increase in the medical contributions shall be allocated to the cafeteria plan contribution.

The percentage amount (33¹/₃%) as described in Section 17.1(c) shall be adjusted, if necessary, to provide 100% coverage for the highest HMO medical plan, dental coverage and supplemental life insurance.

- g) The City agrees to continue to provide employees with an option to pay their insurance premium contributions on a pre-tax basis, as provided in the Internal Revenue Code.

17.2 Cash In-Lieu of Medical Coverage

The City will continue to provide employees with the option of reducing their medical coverage and receiving payment of a portion of what otherwise would be the City contribution.

To be eligible for this plan, an employee must either:

- Change from full family to employee plus one or employee only
(available only when the employee continues to be eligible for full family coverage);

- Change from employee plus one to employee only
(available only when the employee continues to be eligible for employee plus one coverage),

- Change from any level coverage to no coverage; or

A new employee may choose no coverage.

Payment shall be made on the following schedule:

<u>CURRENT</u>	<u>NEW</u>	<u>PER PAY PERIOD</u>	<u>MONTHLY</u>
E + 2	None	\$98.50	\$213.42
E + 2	E	\$60.50	\$131.08
E + 2	E + 1	\$22.50	\$ 48.75
E + 1	None	\$76.00	\$164.67
E + 1	E	\$38.00	\$ 82.33
E	None	\$38.00	\$ 82.33
NEW	None	\$38.00	\$ 82.33

The cash in-lieu payment shall not, when combined with the City’s contribution for medical insurance and the cafeteria benefits plan, exceed the combined City contribution for medical insurance and the cafeteria benefits plan.

If the employee is currently a dependent of a City employee and covered by a PERS Health Plan, the employee is not eligible for reimbursement.

Whenever an employee changes to no coverage, the employee shall provide proof of alternate coverage and sign a waiver stating that she or he does have alternative coverage and that she or he understands that he or she will no longer receive coverage through a City sponsored PERS provided medical plan.

If an employee decides to increase his or her level of coverage by either reentering a City sponsored PERS provided medical plan or including a dependent in his or her current coverage, he or she may enroll in accordance with PERS procedures.

Procedures for exercising this option and for reentering the City sponsored PERS provided medical plans shall be established by the City.

17.3 Dental Insurance

Dental insurance at the current benefit level will continue to be provided. The City contribution for dental insurance shall be as provided in Section 17.1.

If spouses or registered domestic partners are represented by different bargaining groups, dual coverage under the dental plans offered for each bargaining group will be allowed. Dependents may be covered under one or both dental plans. Coordination of benefits by the dental providers will be made pursuant to current industry standards.

17.4 Vision Insurance

Vision insurance at the current benefit level will continue to be provided; such coverage includes a deductible that the employee must pay at the time of service. The City will contribute the full cost of the premium for employee and up to one dependent. City family coverage contribution is provided in Section 17.1(b).

17.5 Employee Assistance Program

The Employee Assistance Program will continue to be provided. Enrollment is mandatory, and the premium is fully paid by the City.

17.6 Improved Coverage Dental/Vision

During the calendar year 2009, the City will obtain quotes for dental coverage that provides a higher maximum annual reimbursement for dental and quotes for vision coverage that provides improved vision frames/lenses reimbursement. The City will work with the Association on plans to provide such improved coverage at no additional cost to the City.

17.7 Registered Domestic Partners

SEA and the City shall comply with State and Federal law regarding the provision of Registered Domestic Partner benefits.

17.8 Life/AD&D and Long Term Disability Insurance

The City shall provide Life and Accidental Death and Dismemberment (Life/AD&D) insurance for each employee in an amount equal to that employee's base annual salary.

Such insurance shall be at no cost to the employee, except that, insurance amounts above \$50,000 provided by the City shall be subject to tax law provisions.

At the time of hire, an employee may purchase additional Life/AD&D insurance in an amount equal to the coverage provided by the City, up to a combined maximum coverage of \$175,000.

Current employees who did not purchase additional Life/AD&D insurance at the time of hire, may purchase additional Life/AD&D insurance in an amount equal to the coverage provided by the City, up to a combined maximum coverage of \$175,000, subject to approval by the carrier.

The City shall also provide Long term Disability insurance that provides 2/3 of the employee's base annual salary to a maximum of \$7,500 per month of paid benefits, subject to the terms of the contract with the carrier.

17.9 Retirement

Tier 1 – Current Personnel

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~~The City has contracted with PERS to provide for miscellaneous employees, including employees in this Unit, the retirement formula commonly called, "Local Miscellaneous 2.7% at age 55". agrees to continue the current "payment" plan whereby the City makes a contribution to PERS on behalf of the employee.~~

~~The City has also contracted with PERS to provide Level III of the 1959 Survivor Benefit and the Military Buy-Back Option.~~

~~The City agrees to contribute to PERS on behalf of current employees as follows:~~

~~Through December 31, 2012, the City shall contribute seven percent (7%) of salary for the employee's share of PERS. Employees shall pay 1% of their required employee contribution; such payment shall be made pursuant to IRC Section 414(h)(2). For the Hazardous Materials Coordinator who is enrolled in the 3% @ 50 Safety Retirement formula, the City shall contribute 11.25% of salary for the employee's "basic" contribution.~~

~~Effective the first full pay period in January 2013, the City shall contribute six percent (6%) of salary for the employee's share of PERS. Employees shall pay two percent (2%) of their required employee contribution; such payment shall be made pursuant to IRC Section 414(h)(2).~~

~~Effective the first full pay period in July 2013, the City shall contribute five percent (5%) of salary for the employee's share of PERS. Employees shall pay three percent (3%) of their required employee contribution; such payment shall be made pursuant to IRC Section 414(h)(2).~~

Effective the first full pay period in July 2014, the City shall contribute four percent (4%) of salary for the employee's share of PERS. Employees shall pay four percent (4%) of their required employee contribution; such payment shall be made pursuant to IRC Section 414(h)(2).

The City's payment of employees' PERS contribution is based upon authority from PERS and upon tax treatment permitted by the Internal Revenue Service and revenue rulings related thereto, and by the California Franchise Tax Board. It is understood that the State Legislature or Congress may alter the statutory authority for this tax treatment, and the Franchise Tax Board, or the IRS or the United States Department of Treasury may alter the current revenue rulings, either by other rulings or regulations.

The City shall continue to report the value of the employer paid member contribution (EPMC) as additional compensation for each employee.

Tier 2 - Personnel Hired Beginning the Last Full Pay Period of December, 2012

Employees hired beginning in the last full pay period in December, 2012 shall receive the Local Miscellaneous 2.0% at age 60 retirement formula. Final compensation shall be calculated using the single highest year model. These employees shall pay the same share of percentage of salary on a pre-tax basis to pay for their pension as the Tier 1 employees.

Tier 3 - New PERS Members Hired Beginning January 1, 2013

Beginning January 1, 2013, the City shall provide pension benefits for new employees who are also new PERS annuitants in a manner consistent with State law and will otherwise comply with the Public Employees' Pension Reform Act (Government Code Section 7522 et seq.). These employees will pay fifty percent (50%) of normal cost to pay for their pension.

~~The City shall continue to report the value of the employer paid member contribution (EPMC) of seven percent (7%) as additional compensation for each employee. In addition, the City shall continue to report the value of EPMC of nine percent (9%) as additional compensation for the Hazardous Materials Coordinator.~~

~~The City has contracted with PERS to provide for miscellaneous employees, including employees in this Unit the Retirement formula commonly called, "Local Miscellaneous 2.7% @ 55".~~

~~The City has also contracted with PERS to provide Level III of the 1959 Survivor Benefit and the Military Buy Back Option.~~

17.10 Reporting of Special Compensation - Uniforms

Each employee required by the City to wear a uniform, and who actually wears the uniform during works hours, shall receive a uniform in a manner determined by the employee's department or division. A uniform is defined as clothing which is a ready substitute for personal attire the employee would otherwise have to acquire and maintain. This provision excludes items that are for personal health and safety.

A standardized value, as determined by the City and adjusted annually each fiscal year, for qualified uniforms shall be reported as "special compensation" as required by PERS procedures for all affected employees. [The amount shall be posted on the City's intranet site along with other employee benefits.](#)

17.11 Dependent Care

The City shall continue to provide a plan in accordance with the Internal Revenue Code Section 129 allowing employees to qualify for pre-tax dependent care savings.

Article 18 LEAVES

The following employee benefits, as they are set forth in the City's Salary Resolution, are included by reference in this Agreement:

- Leave Benefits
- Leave Authorization
- Leave Benefits; To Whom Applicable
- Leave Payment
- Leave Substitution
- Special Schedule - Holiday Leave

18.1 Vacation

a) Annual Accrual

Employees shall accrue vacation leave based upon the following schedule:

3.4 hours per pay period for employees with 130 or fewer pay periods of continuous service.

5.0 hours per pay period for employees with 131-260 pay periods of continuous service.

6.5 hours per pay period for employees with 261-520 periods of continuous service.

7.0 hours per pay period for employees with 521-650 periods of continuous service.

8.0 hours per pay period for employees with 651 or more pay periods of continuous service.

b) Maximum Accrual

As soon as administratively possible, the maximum accrual of vacation shall be 500 hours. There shall be no accrual over 500 hours.

c) Use of Vacation Leave

Use of vacation leave shall be subject to approval by the employee's supervisor.

d) Minimum Usage

No minimum usage per year is required. However, if employees reach the maximum accrual, they will cease to accrue further vacation until such time as their accrual falls below the maximum accrual allowed. Employees are strongly encouraged to plan and take a substantial portion of their accrued vacation time.

e) Vacation Extension

City will allow up to one week of leave without pay per calendar year for the purpose of extending vacation, if approved in advance by proper authority and if all the employee's leave accruals have been exhausted. Such leave shall be taken on days immediately succeeding the date on which the employee has exhausted his/her last day of accrued vacation leave.

There will be no vacation leave accrued for the pay period in which such leave without pay is taken.

f) Effect of Leave Without Pay (LWOP) on Vacation Accrual

When an employee is on LWOP, vacation accrual is prorated based on paid hours in the pay period.

18.2 HOLIDAY LEAVE

Holidays for employees include:

New Year's Eve
New Year's Day
Martin Luther King Jr. Day
Presidential Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

a) Library Employees

For holidays observed by the City, Library employees shall be assigned to work the holiday by first asking for volunteers and then by filling the remaining needed assignments by rotating equally among all qualified employees.

b) Holidays and Alternate Work Schedule

Holiday leave is for eight hours per holiday. When a holiday falls on a day when an employee working an alternate schedule would normally work more than eight hours a day, that employee shall have the option, subject to approval of the employee's supervisor, of making up the difference between the eight hour holiday and his or her normal workday by working the additional time during the same workweek during which the holiday falls. A supervisor's denial of this option must be based upon operational need. Employees who do not take this option will be required to use vacation time or compensatory time-off to make up for the additional time-off on the holiday.

c) Floating Holidays

Employees shall be credited with thirty (30) hours of floating holiday leave on the first day of the first pay period in the payroll calendar year.

Newly hired employees shall be credited with a pro-rata share of floating holiday hours, based upon the proportion of the calendar year remaining after their date of hire.

Use of floating holiday leave shall be subject to approval in advance by the employee's supervisor.

Employees separating City employment shall have their allotment of floating holiday leave for that year pro-rated based upon their date of separation.

Any employee who has used less than his/her pro-rated allotment for the portion of the calendar year worked, shall have the balance paid to him/her on his/her final paycheck.

Any employee who has used more than his/her pro-rated allotment for the portion of the calendar year worked, shall have the overage offset against any available accrued leave, on his/her final paycheck. The employee may also authorize the deduction from his/her final compensation. If the employee's final paycheck is insufficient to repay the overage, the employee shall reimburse the City immediately.

Unused floating holiday leave at the end of the payroll calendar year may be paid out in cash or rolled over into vacation leave subject to maximum accrual limits specified in this Agreement. Hours rolled over into vacation leave shall not exceed 30 hours per calendar year.

18.3 Bereavement Leave

An employee shall be entitled to bereavement leave with pay in an amount not to exceed forty (40) work hours for each death occurring to a person on the list below.

To qualify for bereavement leave the death must occur to an employee's spouse or registered domestic partner, father, mother, son, daughter, brother, sister, grandparent, or

grandchild, or to the father, mother, son, daughter, brother, or sister, grandparent or grandchild of an employee's spouse or registered domestic partner.

The City reserves the right to require proof of death from the employee.

18.4 Jury Leave

An employee is entitled to jury leave subject to conditions and limitations contained in the Administrative Policy Manual as the same exists or is amended hereafter, subject to meet and confer obligations.

18.5 Military Leave

Employees assigned to active military duty are entitled to military leave in accordance with the provisions of applicable State and Federal laws, and the Administrative Policy Manual as the same exists or is amended hereafter, subject to meet and confer obligations.

18.6 Disability Leave

Employees qualify for disability leave after completion of twenty-six (26) consecutive pay periods from the date of original appointment; provided, however, that employees may be authorized up to forty (40) hours of interim disability leave from the date of employment for the first twenty-six (26) pay periods; provided, however, that at the conclusion of the twenty-sixth (26th) pay period the interim disability leave shall terminate, including any unused amount. The total allowable paid disability leave for employees for work-related and non-work related disability combined is forty (40) hours during the first year of employment.

18.7 Compensatory Time Off

~~An employee may select compensatory time off (CTO) in lieu of cash compensation for overtime required to be worked under Article 16.4.~~

~~Compensatory time off may be authorized by the employee's management supervisor or his/her designee for employees in lieu of cash compensation for overtime.~~

~~Such eC~~Compensatory time shall accrue at the rate of time-and-one-half for each hour of overtime.

~~At any given time, an employee may not have a current CTO accrual balance of more than eighty (80) hours of CTO.~~

~~Compensatory time off accruals of greater than forty (40) hours shall be cashed-out during the last full pay period of each calendar year. At the employee's option, any amount up to all accrued time may be cashed out.~~

~~During the twelve month period of approximately April 1st through March 31st, an employee may not have current credit of more than one hundred (100) hours of compensatory time off.~~

~~Compensatory time off shall not be paid except as provided below or upon termination of the employee.~~

~~Such compensatory time off may be used with 48 hours advance supervisory approval in the same manner as vacation.~~

~~At the end of the first full pay period in April of each year, unused compensatory time in excess of fifty (50) hours may, at the employee's option, be paid at the employee's rate of pay on the check issued in that pay period.~~

~~In the case of the Recreation Coordinator I/II, the same provisions apply except that, with a management supervisor's or his/her designee's authorization, Recreation Coordinators I/II may accrue 200 hours of compensatory time during the 12-month period referenced above.~~

18.8 Personal Business Leave

Effective the first pay period in the payroll calendar year 2009, employees shall be entitled, on an annual basis, to ten (10) hours Personal Business Leave. The intent of said leave is for medical appointments or personal business. Personal Business Leave is not intended to extend vacation usage. Accrual of said leave for new hires and use of leave upon termination shall be in a manner similar to floating holiday accruals. There shall be no payment of any unused hours. Use of Personal Business Leave shall be subject to prior supervisory approval.

Article 19 ADDITIONAL BENEFITS

19.1 Workers' Compensation Benefits

Workers' Compensation Benefits will be provided as required by law, and in accordance with the provisions of the City's Salary Resolution.

19.2 Tuition Reimbursement

Employees are eligible for tuition reimbursement as provided in the City's Administrative Policy, except that the maximum amount allowable for books shall be \$100 per quarter or semester for courses directly related to the employee's present position or promotional position, and \$50 per quarter or semester for courses required for a related degree.

No reduction of City services will result due to the tuition reimbursement program.

19.3 City-Wide Employee Emergency Leave Relief Fund

The City-Wide Employee Emergency Leave Relief Fund is a program that allows an employee who has leave hours accrued, the opportunity to donate a portion of his/her accrued leave to benefit another employee needing paid emergency leave.

To benefit from this Fund, the receiving employee must be eligible to accrue City paid leave time, must have used all available accrued leave and must have a personal emergency that

requires the employee to be on leave from work responsibilities to attend to the emergency.

As with any leave of absence, the absence must be pre-approved by the employee's management supervisor or his/her designee.

To receive relief hours from the Fund, the employee, a member of the family or a friend, must submit a written request to the City Manager or designee stating the hours needed and briefly explaining the circumstances of the emergency requiring use of hours from the Fund.

Rules and procedures defining the use of this Fund shall be promulgated by the City Manager or his/her designee. Any changes to the policy are subject to the meet and confer process.

19.4 Jackets-Water Pollution Control

It is agreed that the City will provide an insulated wind breaker-type jacket with a zipper front for employees in the Water Pollution Control Operator series and the Water Pollution Control Plant Maintenance Mechanic series. It is further understood that the employees will leave the jackets at the Water Pollution Control Plant when they are off duty.

19.5 Safety Footwear

Each employee required by the City to wear safety footwear (see Exhibit D) shall be required to purchase and wear OSHA-approved safety footwear and shall receive an allowance for the purchase of such footwear. The Human Resources Department shall maintain the listing of eligible classifications/positions, and shall post the list on the City's intranet site. If an employee's manager determines that an employee who is not on the list should have safety footwear, the manager shall provide the information to the Human Resources Department, and if the Risk Manager approves, the employee shall promptly be added to the list. provide upon request to the Association.

The maximum allowance shall be two hundred and twenty-five dollars (\$~~22500~~.00), and may be used for more than one pair of safety footwear. This allowance will increase to \$225 annually effective the Fiscal Year beginning July 2010.

The allowance shall be paid at the end of the first full pay period in July of each year to those active employees in classes requiring safety footwear or for employees hired after that time, during the first full pay period of employment. The safety footwear amount shall be reported as "special compensation" as required by PERS procedures for all affected employees. The amount shall be posted on the City's intranet site along with other employee benefits.

Employees who become eligible after July shall receive a pro-rated amount of the allowance based on the pay periods of service remaining in the fiscal year.

19.6 Tool Allowance

The 2% tool allowance which is included in the base pay for Lead Equipment Mechanic, Equipment Mechanic, and Equipment Mechanic-In-Training represents the full compensation for tools, including replacement of lost or broken tools except that verified losses which would be subject of the City's property damage coverage such as losses from fire, break-in and/or theft, and vandalism are excluded from this limitation. It is understood that when the salary survey is performed in 2012, the City will obtain tool allowance data for Equipment Mechanics from comparison survey agencies. This tool allowance data will be added to the base salary when calculating salary for other jurisdictions.

This provision does not apply to Water Pollution Control Plant Maintenance Mechanics.

The City shall provide a minimum set of tools for each of the employee in the classifications of Plant Maintenance Mechanic and Senior Plant Maintenance Mechanic employed at the Water Pollution Control Plant, as specified in Exhibit E.

19.7 Testing for City Vacancies

Any employee represented by SEA, who desires to test for a position advertised and posted by the City, if such a position represents a promotion or lateral transfer, shall be entitled to time off without loss of pay for the period required to take any and all parts of the testing process. Each employee is allowed to exercise this prerogative twice per year, with as much advance notice to his/her supervisor as possible. Employees who wish to participate in more than two testing processes shall be allowed to do so but shall be required to use accrued leave or take time off without pay to participate in the process.

19.8 Direct Deposit

An employee may directly deposit all or a portion of his or her net pay to a bank of his or her choice via direct electronic paycheck deposit.

Each employee desiring this alternative must deliver a signed authorization to the Department of Human Resources requesting such electronic deposit. Along with the authorization requesting electronic deposit, the employee must also file a waiver prepared by the City stating that the employee knows the City can not control and is not responsible for, the day upon which the employee's bank credits his or her account with the deposited funds.

The specific procedures for direct deposit shall be as set forth in the City's Administrative Policy.

19.9 Transportation Benefit

Internal Revenue Code §132(f) allows employers to offer employees the opportunity to set aside a portion of their salary, under a salary reduction arrangement, to pay for their personal expenses for commuting to and from work. Employees will not be taxed on

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amounts set aside and used for qualified expenses. This benefit will be cost neutral to the City.

Association employees who qualify may participate in this program by completing a written compensation reduction election form choosing a fixed amount of compensation to be withheld pre-tax and received at a future date. IRC §132(f) requires that the compensation reduction election or “salary reduction agreement” be made in writing and include the date of the election, the amount of the compensation to be reduced, and the period for which the benefit will be provided. The employee election amount may not exceed the monthly maximum for the benefit category and the election must be made before the employee is able to currently receive the compensation. The monthly maximum may be updated/revised from time to time by the Internal Revenue Service.

Commute Incentive. Employees may voluntarily elect **one** of the following commute incentives:

Public Transit. The City will provide monthly Commuter Checks worth the value stated below to be used toward the purchase of a monthly transit pass:

- \$40 for employees traveling three or more zones on Caltrain;
- \$40 for employees using the Dumbarton Express, BART, the ACE train, or a commuter highway vehicle;
- \$35 for employees traveling less than three zones on Caltrain;
- \$35 for employees using VTA and other buses.

Carpool. The City will provide carpool vouchers worth the value of \$30 per month to each eligible employee in a carpool with two or more people. These vouchers may be used at designated service stations toward the purchase of fuel and other vehicle-related expenses.

Vanpool Program. The City will provide Commuter Checks worth the value up to \$60 to each employee voluntarily participating in the Vanpool Program. These vouchers may be used toward payment of the monthly cost. Employees must fulfill the basic requirements of the Employee Commute Alternatives Program to qualify.

Bicycle. The City will provide bicycle vouchers worth the value of \$20 per month to eligible employees who ride a bicycle to work. These vouchers may be used at designated bicycle shops for related bicycle equipment and expenses.

Walk. The City will provide walker vouchers worth the value of \$20 per month to eligible employees who walk to work. These vouchers may be used at designated stores for expenses related to walking such as footwear and related accessories.

19.10 Reimbursement Procedures

If either the City or an employee finds an overpayment has occurred, for whatever reason, it is the responsibility of the person discovering the error to bring it to the attention of the

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other party immediately. The overpayment may be reimbursed over the same amount of time that the overpayment occurred, up to the maximum of one year.

Any employee who receives an amount annually that is designated for work-related attire or equipment that is individual-specific and not capable of being transferred to another employee, and who, having expended the amount received and acquiring and using the item, terminates employment, is not required to reimburse the City a pro-rata amount for the attire or equipment. Unexpended amounts are subject to return upon termination of employment.

Article 20 WORKING CONDITIONS

20.1 ~~Special~~ Work Schedules

Individual departments or divisions must adhere to City-wide policies for non-shift personnel. These departments and divisions may not adopt or impose processes or procedures concerning work schedules, other than those related to business necessity and/or job-site safety, which are more stringent than those set forth in City-wide rules and regulations, unless the process or procedure was subject to SEA comment before adoption.

An employee-(s) may request an alternative work schedule(s) based on the guidelines found in the City's Administrative Policy related to Work Schedules.

This policy specifically allows the establishment of alternative work schedules, including flextime schedules. It also requires that the City establish schedules that are attentive to the needs of individual employees while also assuring prompt, efficient and cost effective public service.

In addition to the present provisions for special schedules for individual employees, the following provisions are made for special schedules for shift personnel at the Water Pollution Control Plant:

A special schedule of varying hours in a bi-weekly pay period may be implemented for all shift personnel (Senior Water Pollution Control Operators, Water Pollution Control Operators, and Operators in Training) upon approval of two thirds (2/3) of the work group, the Department Director and the City Manager.

A special work schedule implemented according to the above procedure may be terminated at the end of a pay period by the City Manager, the Department Director, or upon 2/3 vote of the affected shift personnel upon three (3) weeks written notice to each other.

The City agrees to consider the needs and desires of employees requesting a special schedule. If the City denies a request for a special schedule, then the City will give the employee(s) the reasons for the denial in writing.

20.2 Promotional Exams

The department with an opening shall have the ability to interview and to appoint from among all of the applicants on the Eligible List consistent with the City's applicable Civil Service Rules. In this regard, the following provisions will apply:

For a City-wide promotional, the department may interview as many or as few candidates on the eligible list as it desires.

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For a City-wide transfer, the department may interview as many or as few candidates on the eligible list as it desires.

For an open and competitive recruitment, the department may interview as many or as few candidates on the eligible list as it desires.

When the City conducts a City-wide promotional or transfer and an open and competitive recruitment for the same classification, regardless of how many candidates the department otherwise desires to interview pursuant to this Article, it shall interview SEA employees whoar ewithin the top five candidates on the eligible list.

~~The department may interview as many or as few people as it desires, subject to the following:~~

~~Regardless of how many people the department desires to interview pursuant to this Article, it must include in its interview process the top three SEA represented employees on the Eligible List for the first vacancy and one (1) additional SEA employee for each additional vacancy.~~

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The parties affirm and accept the City Charter merit system principle.

20.3 Reclassification

An employee may submit a request for a reclassification of his or her job to the Department of Human Resources and to his or her supervisor only during February of each year.

Such request shall be processed through the employee's department and submitted to the Department of Human Resources.

Human Resources may decline a request for a study that has been previously reviewed within the past 24 months, unless the employee justifies such new request.

All reclassification submissions and notifications must comply with the timetable indicated below:

Reclassification Requests	Final Filing Date for Department to submit to Human Resources	Final Date for Written Notifications Declining Requests	Completion Date
Request submitted	March 31st of same	No later than June 30th	18 months after

in February	year	of the same year	submission date of request
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Once the study is completed, if the City denies the reclassification of the employee’s job, then the City shall give the employee the reasons for the denial in writing.

Once the study is completed, if the City reclassifies the job, and the employee who submitted the request was eligible to be promoted when the request was filed, the employee shall be appointed to the new position effective the first day of the pay period following the pay period in which the reclassification study was completed and approved. Upon completion of the study, if the employee is not eligible to be promoted, then the appointment shall be effective when the employee becomes eligible.

Change in status will not be implemented retroactively.

20.4 Reduction In Force

If the City implements a reduction-in-force that affects employees in this Unit, it will be administered pursuant to the City’s Administrative Policy related to Reduction in Force, consistent with the following concepts:

SENIORITY:

Seniority is determined by total pay periods of service with the City, regardless of classification in which employed.

BUMPING:

Employees identified for layoff shall have bumping rights to their current or previously held classification within the Unit based on seniority as defined above.

Employees wishing to bump must exercise these rights within seven (7) calendar days after receiving written notification of the layoff, otherwise the bumping rights shall automatically terminate.

Employees must meet the minimum qualifications for the classification and possess the knowledge, skills, and abilities to perform the duties and responsibilities of the specific position.

When the City determines that it must implement a reduction-in-force that affects employees in the Unit, the City shall give the Association reasonable advance notice.

Notice to the employee shall be in writing thirty (30) calendar days prior to the effective date of the layoff.

20.5 Health and Safety

City will send the Association a copy of the minutes of the City Safety Committee after each meeting.

City shall make available applicable Material Data Safety Sheet available to affected employees, and provide training so employees will be able to read and interpret these data sheets as required by CalOSHA.

An employee designated by the Association shall be a member of the City-wide Safety Committee, if the Association so designates.

20.6 Job Sharing

If requested, the City and the Association shall meet and confer to discuss and implement a job sharing program. The Association understands such discussions may have an impact on another City represented bargaining unit and those unit representatives may need to be consulted prior to any program implementation.

20.7 ~~Self-Directed Work Teams~~ Job-Related Work

~~Employees shall not be required to do job-related work during break periods. "Job-related work" includes any work set forth in a job description, stated as a component part of a job evaluation, or any work directed to be done by a supervisor or manager.~~

~~There is currently one Self-Directed Work Team (SDWT), and it is in the Library. This SDWT may be continued until such time as the Director of Libraries determines that it is no longer meeting the goals and objectives established for this SDWT, or is not cost-effective. The Director of Libraries will provide thirty (30) calendar days' notice to the affected employees prior to the termination of the SDWT.~~

20.8 Grievance Procedure

a) Definitions

Grievance: A grievance is an alleged misapplication of a specific provision of this MOU, or of a specific provision of the Administrative Policy Manual, City Ordinance, or City Code, or departmental policies, rules or regulations, covering wages, hours or other terms or conditions of employment, which alleged misapplication adversely effects the grievant. The content of Employee Performance Audits or disciplinary actions are only appealable as provided in Article F.9 - Disciplinary Appeal Procedure.

Written Grievance: A written grievance is a grievance, as defined above, which has been reduced to writing on a form provided by the City and which shall include the grievant's name, classification, department, immediate supervisor's name; representative's name, if any; the specific section of the MOU, ordinance or code alleged to have been misapplied; a specific description of the alleged grievance with the circumstances supporting the grievant's allegation; and the specific remedy requested to resolve the grievance.

Grievant: A grievant is an employee, a group of employees or the Association. A grievant may file a grievance as defined above. Alleged misapplications which affected more than one employee in a substantially similar manner may, by mutual agreement, be consolidated as a group grievance and thereafter represented by a single grievant.

Work day is defined as Monday through Friday exclusive of holidays.

b) Process

Unwritten Grievance. The grievant shall orally discuss his/her grievance with his/her immediate supervisor in an attempt to resolve the grievance.

The supervisor shall give an oral response to the employee within seven (7) work days of the issue being raised by the employee.

Written Grievance.

Level 1

If the grievant is not satisfied with the resolution proposed at the unwritten level, he/she may, within thirty (30) calendar days from the event giving rise to a grievance or from the date the employee could reasonably have been expected to have had knowledge of such event, file a formal written grievance with his/her program manager on a form prepared and supplied by the City. The program manager shall, within seven (7) workdays from the receipt of the grievance, meet with the grievant and give a written response to the grievant on the original grievance form.

Level 2

If the grievant is not satisfied with the written response from his/her program manager, the grievant may, within seven (7) workdays from the receipt of such response, file a grievance with the division-level manager. Within seven (7) workdays of receipt of the written appeal, such manager shall investigate the grievance, which shall include a meeting with the grievant, and give a written response to the grievant on the original form.

Level 3

If the grievant is not satisfied with the written response from his/her division-level manager, the grievant may, within seven (7) work days from the receipt of the response, appeal the grievance to the Department Director. Within seven (7) work days of receipt of the written appeal, the Department Director or designee shall investigate the grievance, which may include a meeting with the grievant, and give a written response to the grievant on the original grievance form.

Level 4

If the grievant is not satisfied with the written response from the Department Director, the grievant may, within seven (7) work days from the receipt of the response, file a written appeal to the City Manager or designee. Within ten (10) work days of receipt of the written appeal, the City Manager or designee shall investigate the grievance, which shall include a meeting with the grievant, and give a written response to the grievant, which answer shall be final and binding, except as provided in Article 20.11 - Arbitration.

c) General Provisions

The time limits set forth herein above are to be strictly followed. Time limits may be waived only by written agreement signed by the parties.

If a grievant fails to carry his/her grievance forward to the next level within the prescribed time period, the grievance shall be considered settled.

If the original grievance is modified at any step, it shall be considered a new grievance and must be re-filed, treated as a new grievance and subject to all procedural considerations, unless modified in writing by mutual consent of the parties.

If a supervisor or manager fails to respond with an answer within the given time period, the grievant may appeal to the next higher level.

The grievant may be represented by a person of his/her choice at any formal level of this procedure.

Formal levels may be waived by mutual written consent of the parties.

If the grievant is not represented by the Association, the Association shall be notified of a settlement proposed at any written level of the procedure which is acceptable to both the grievant and the City prior to the settlement being finalized. The purpose of this step is to allow the Association to state its position for the record. If the Association does not provide a written response within seven (7) work days after notification, such opportunity to respond shall be considered waived, and the proposed settlement shall be implemented and the matter closed. If a timely response is made, the City's representative shall give full consideration to the Association's position prior to settlement of the grievance.

By mutual agreement of the parties, a grievance may revert to a previous level of the procedure.

d) Grievance Representative

There shall be a reasonable number of Grievance Representatives in this Unit.

At the request of the grievant, the grievant may be represented by a Grievance Representative.

In instances where the designated Grievance Representative is unable to represent a grievant, the President shall represent the grievant or designate a representative who is on the current list as provided below, to act as a substitute.

Both the Grievance Representative and either the Association President or Vice-President will be allowed to represent at Level 2 or higher.

A Grievance Representative shall be granted reasonable release time to investigate and/or prepare for a grievance procedure and to attend a formal grievance hearing. A Grievance Representative shall be granted reasonable release time to attend an investigative meeting and to act on behalf of an employee facing possible disciplinary action.

A Grievance Representative desiring to leave his/her work location to process a grievance shall first obtain permission from his/her immediate supervisor. Release from work shall be made as soon as practical.

A Grievance Representative desiring to enter the work location of a grievant to process a grievance shall first obtain permission from the grievant's supervisor. Permission to enter shall be made as soon as practical.

The Association agrees that whenever a Grievance Representative is involved in grievance activities listed in this Section during working hours, only that amount of time necessary to bring about a prompt disposition of the matter will be utilized.

The Association shall give the Human Resources Director or designee a list of the names of employees selected as Grievance Representatives, and will immediately notify the Department of Human Resources of any changes.

Only those employees whose names are on the current list shall be granted release time to serve as a Grievance Representative.

20.9 Disciplinary Appeal Procedure

If an employee is to be suspended, demoted, dismissed or have his/her salary reduced, he/she shall:

Receive written notice of the proposed action stating the date it is intended to become effective and the specific grounds and particular facts upon which the action is based;

Receive copies of any known written materials, reports or other documents upon which the action is based;

Be accorded the right to respond in writing within a reasonable period of time to the proposed charges;

Also, be accorded the right to meet within a reasonable period of time with a manager who has the authority to recommend modification or elimination of the proposed disciplinary action; and

The employee shall be given the manager's written decision within a reasonable period of time.

Employees holding a regular appointment who are suspended, demoted, reclassified, dismissed or have a salary reduction shall be entitled to be heard before the Personnel Board at a duly constituted meeting in accordance with the following procedure:

A written request to the Board must be filed through the Department of Human Resources within fourteen (14) calendar days from the effective date of the action from which the employee seeks exception.

Within twenty-one (21) calendar days after the proper filing of written request for a hearing, the Personnel Board shall commence a hearing following any review of the action and complaint deemed necessary.

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The hearing before the Personnel Board may be public or private at the option of the employee, and the employee may be represented by legal or other council; however, the hearing shall be informal in substance and the rules of evidence prescribed for duly constituted courts shall not apply.

The Personnel Board shall, within fourteen (14) calendar days of the aforementioned hearing, render its decision in writing, and the Secretary shall direct copies thereof to the City Manager, the City Clerk and the employee requesting said hearing.

The decision of the Personnel Board may sustain, revoke, or modify the reclassification, suspension, demotion, salary reduction or dismissal and shall be final and conclusive in all respects and shall not be subject to appeal except as allowed by law.

In the event the Personnel Board revokes or modifies a reclassification, suspension, demotion, salary reduction or dismissal and orders the employee reinstated to the former position, it may direct the payment of salary to the employee for the period of time the Personnel Board finds the suspension, reclassification, demotion, salary reduction or dismissal was improperly in effect.

Discipline shall only be taken for just cause.

20.10 Selection Appeal Procedure

A Unit member who is not selected to fill a vacant position may request a meeting with a representative of the City's Human Resources Department to receive feedback concerning the employee's performance in the recruitment process. The purpose of this meeting is to enlighten the employee about his/her strengths and weaknesses for future opportunities within the City.

~~Job applicants may file an appeal of the selection process based on any or all of the following:~~

~~— The employee's completed application form is in dispute;~~

~~— Assertions that the employee's experience, training, education, etc., as detailed on the employee's application, meets the qualifications as advertised in the job announcement;~~

~~— Assertions that the City's selection procedure was not followed or that an appointment from an eligible list constitutes a violation of the City Charter merit system principle referenced in 20.2;~~

~~— Assertions that the employee has been discriminated against on the basis of race, religious creed, color, national origin, ancestry, sex, age, physical handicap, medical conditions, marital status, or Association membership in any aspect of selection.~~

~~In such cases, the employee shall file a written statement specifying the dispute and requesting a review before the Director of Human Resources.~~

~~Such statement must be submitted within seven (7) calendar days after the applicant knew or should have known of the problem prompting the appeal pursuant to this Article.~~

~~A review before the Director of Human Resources or designee shall be set for a time that is within seven (7) calendar days of receipt of the appeal.~~

~~A fair and impartial review shall be held with the Director of Human Resources or designee to consider the facts and circumstances of the appeal. Applicant may submit any pertinent materials. If the appeal relates to an oral interview in which the Director of Human Resources participated, the appeal will go directly to the Assistant City Manager for the final determination.~~

~~The Director of Human Resources or designee will provide a written response to applicant within seven (7) calendar days.~~

~~Should applicant still be dissatisfied with the response, he/she may request within seven (7) calendar days a further review before the Assistant City Manager or a designee who is at least at the Department Director level.~~

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~~Assistant City Manager or designee shall hold a review within seven (7) calendar days from the date of the appeal to further consider the facts and circumstances of the appeal. Assistant City Manager or designee shall make a final decision and notify applicant within fourteen (14) calendar days of the appeal.~~

20.11 Arbitration

If a grievance has been properly processed through Article 20.8 - Grievance Procedure, and has not been resolved, and the original grievance is an alleged misapplication of a specific provision of this MOU which adversely affects the grievant, then the grievant, through the Association, may appeal the grievance to Arbitration.

To request Arbitration, the appeal must be filed with the Director of Human Resources or designee within ten (10) days of receipt of an answer at Level 4, or ten (10) days from the last day an answer was possible at Level 4 of Article 20.8 - Grievance Procedure.

The parties may mutually agree upon the selection of the arbitrator or shall jointly request the State of California Mediation and Conciliation Service to provide a list of seven (7) names of persons qualified to act as arbitrators.

Within ten (10) days following receipt of the above-referenced list, the parties shall meet to select the arbitrator. The right to strike the first name shall be determined by lot, and the parties shall alternately strike one name from the list until only one (1) name remains, and that person shall be the arbitrator.

Within twenty (20) days following the receipt of the notice of appeal to arbitration, a meeting shall be arranged by the Director of Human Resources or designee with the employee and appropriate Association representative to prepare a joint statement of the issue(s) to be presented to the arbitrator. If the parties are unable to agree upon the issue(s), each party will prepare its statement of the issue(s) to be presented to the arbitrator.

The arbitrator shall hold a hearing on the issue(s) jointly submitted, or as determined by the arbitrator if the parties have not mutually agreed upon the issue(s), and, within 30 calendar days of the hearing, render a written decision with reasons for the decision.

Unless the parties mutually agree, there shall be no post hearing briefs. The parties shall present oral argument immediately upon close of the presentation of evidence. However, in the situation of multiple day hearings broken by days or weeks, or of a complex case, a party may request of the arbitrator the right to submit a post-hearing brief.

Each of the parties shall pay for the time and expenses of its representatives and witnesses through all stages of the arbitration and shall contribute equally to the fees and expenses of the arbitrator and court reporter, if any. A reasonable number of City employee witnesses will be provided release time for necessary testimony.

The parties agree that the arbitrator shall not add to, subtract from, change or modify any provision of this Agreement and shall be authorized only to apply existing provisions of this Agreement to the specific facts involved and to interpret only applicable provisions of this Agreement and applicable provisions of the law.

The decision of the arbitrator shall be final and binding.

The arbitrator's award is subject to the California Arbitration Act, by petition of either side, pursuant to C.C.P. Sections 1280, et seq.

20.12 Appeal Procedure Waiver

The Association agrees that the procedures set forth in this Agreement are the only grievance and appeal procedures available to the employees it represents and that any appeal rights found elsewhere within City Codes, Ordinances or Resolutions are waived. The sole exception to this waiver is the Impasse Procedure, which is still applicable as a dispute resolution procedure available during the meet and confer process.

Article 21 ASSOCIATION PROVISIONS

21.1 Bulletin Boards

The Association shall have the use of designated bulletin board space to post material related to Association business.

The City shall determine the placement of bulletin boards and the portion of the board to be made available to the Association.

Any materials posted must be dated and initialed by the Association representative responsible for the posting.

At the time of the posting, a copy of the material must be given to the management representative designated for that bulletin board.

The Association shall remove posted material after it has served its purpose, usually within 30 days.

The Association agrees that nothing of a libelous, obscene, defamatory, or of a partisan political nature, shall be posted.

The Association agrees that this Article provides the right to post materials only on designated bulletin boards.

Any material posted in violation of this Article may be removed by the management representative designated for a particular bulletin board. If material is removed, the City shall notify the Association in writing of the removal and the reasons therefore.

21.2 Use of City Facilities and Equipment

The Association may be granted the use of City facilities subject to the following conditions:

- the meeting is during non-work hours;
- the meeting is for City employees;
- the meeting is not for organizing activities;
- the meeting is not for a membership drive;
- the Association makes a written request at least 24 hours in advance of the day it wants to use the facility, and stating the purpose of the meeting; and space is available.

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The parties agree the City has the right to assess reasonable charges for the use of such facilities.

Use of City equipment, other than items normally used in the conduct of such business meetings, such as desks, chairs, and black/whiteboards, is strictly prohibited, the presence of such equipment in approved City facilities notwithstanding.

The Association may use the City's email system and interoffice mail system outside of work hours to post notices and results of elections, appointments of officers, to schedule and post notices of meetings, and to post notices of recreational, social and other organization events. Per Municipal Code Section 2.24.100, employees may only review and respond to such notices during non-work times.

In those instances where the City initiates contact with the Association and requires a response with less than a five day turn-around time, the Association officers are authorized to communicate with members by e-mail or interoffice mail.

21.3 Conference Attendance

Association representatives shall be allowed to use a total of 80 hours of unpaid leave per calendar year to attend training sessions, conferences and other association activities. The use of the 80 hours may be divided among no more than eight different Association representatives each year. The Association shall provide the City with a list of which Association representatives are eligible by January 15 of each year and shall notify the City immediately of any changes in the list.

To receive unpaid leave the employees must first receive approval for the time off from their department director by completing the City's Leave Request Form.

Such time off shall not be considered time worked, but shall not be considered a break in service.

21.4 Dues Deduction

Association dues and such other deductions as may be properly requested and lawfully permitted shall be deducted, in accordance with applicable state law, bi-weekly by the City

from the salary of each employee who files with the City a written request that such deduction be made on their behalf.

Remittance of the aggregate amount of all deductions made pursuant to this Article shall be made to the Association by the City within thirty (30) days after such deductions are made.

21.5 Agency Shop

a) Except as provided otherwise in this Article, employees shall become and remain members of the Association or shall pay to the Association a service fee in-lieu thereof.

b) Waiver of Election for Newly-Represented Employees

The addition of classifications and/or employees to the Unit shall not require an election for the application of this Agency Shop provision to such classifications and/or employees.

c) Implementation

- 1) All SEA-represented employees must either join the Association, pay a service fee to the Association or execute a written declaration claiming a religious exemption from this requirement.
- 2) Any SEA-represented employee hired by the City shall be provided through the Department of Human Resources a notice advising that the City has entered into an Agency Shop agreement with the Association.
- 3) Such notice shall include a form for the employee's signature authorizing payroll deduction of the Association dues or a service fee, or to request an exemption and to authorize the appropriate charitable contribution in lieu of Association membership or service fee payment (see "religious exemption" below). Employees shall have fifteen (15) work days following the initial date of employment to fully execute the authorization form and return said form to the Department of Human Resources. If the employee fails to return the authorization forms, the City will initiate payroll deduction for service fees effective the next full pay period.

d) Religious Exemption

- 1) Any SEA-represented employee who is a member of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a public employee organization shall be permitted, upon presentation of verification of active membership in such religion, body or sect to, make a charitable contribution equal to the service fee in-lieu of Association Membership or service fee payment.
- 2) Declarations of, or applications for, religious exemption and any supporting documentation shall be forwarded to the Association within ten (10) work days of receipt by the City. The Association shall have ten (10) work days after receipt of a request for religious exemption to challenge any exemption granted

by the City Manager or his/her designee. If challenged, the deduction to the charity of the employee's choice shall be placed in an Association holding account pending resolution of the challenge.

e) Payroll Deductions and Pay-Over

- 1) The effective date of dues, service fee deductions or charitable contributions shall be the next full pay period after receipt by the Human Resources Department of the authorization form.
- 2) Charitable deduction shall only be by regular payroll deduction. For purposes of this Article, charitable deduction means a contribution to one of the federations and/or entities within a federation to which the City has established payroll deductions under the Citywide Giving Campaign. These federations shall be exempt from taxation under 501(c)(3) of the Internal Revenue Code.
- 3) The employee's earnings must be sufficient, after other legal and required deductions are made, to cover the amount of the dues or service fees authorized. All legal and required deductions have priority over Association dues and service fees.
- 4) When an employee is in a non-pay status for an entire pay period, no withholding will be made to cover the pay period from future earnings.
- 5) In the case of an employee who is in a non-pay status during only part of the pay period and the salary is not sufficient to cover the full withholding, no deduction shall be made.
- 6) The City shall promptly pay to the designated payee all sums so deducted.

f) Reports

- 1) The City shall provide biannually a list of all SEA-represented employees making charitable deductions pursuant to a religious exemption as described herein.
- 2) The Association shall annually submit copies of a financial report similar to that required by the Labor-Management Disclosure Act of 1959, to the City's Department of Human Resources. Copies of such reports shall be available to employees, subject to the Agency Shop requirements of this Section, at the offices of the Association. Failure to file such a report within sixty (60) days of the close of the calendar year shall result in the termination of all agency fee deductions, without jeopardy to any employee, until such report is filed.

g) If, during the term of this MOU, the Association establishes a Political Action Committee Fund, as soon as administratively possible the City shall deduct contributions that are permitted by state and federal law from the salary of each employee who files with the City a written request that such deduction be made on their behalf.

h) Hold Harmless

The Association shall indemnify and hold harmless the City, its officers, and employees from any and all claims, demands, suits, or any other action arising from the Agency Shop and Political Action Committee provisions herein. In no event shall the City be required to pay from its own funds Association dues, service fees or charitable contributions which the employee was obligated to pay, but failed to pay, regardless of the reason(s).

i) Job Announcements

Job announcements for positions covered by this Agreement will incorporate the requirements of this Article as a condition of employment.

j) Enforcement

Nothing herein shall require the City to take disciplinary action against any employee who fails to comply with the provisions of this Article.

k) Term

Agency fee obligations, including, but not limited to, dues or agency fee deductions on behalf of a recognized employee organization, shall continue in effect as long as the employee organization is the recognized bargaining representative, notwithstanding the expiration of any agreement between the public employer and the recognized employee organization.

21.6 New Employee Orientation

The Association may prepare a new employee information packet which shall be given by the City to appropriate employees during the Department of Human Resources orientation of new employees.

21.7 Release Time When Meeting With The City

If the President of the Association attends a mutually agreed upon meeting with the City, the President and up to three (3) designated Association Representatives, shall have reasonable release time to attend such meeting. Employees shall notify their management supervisor or his/her designee as soon as possible in advance of such meeting.

Travel time is included within the reasonable release time.

21.8 Association/Management Problem Solving Committee

The parties agree that regular meetings to explore mutual problems will be beneficial to the relationship between the City and the Association. To promote a problem-solving approach, the parties agree that decision making shall be by consensus. For these purposes, consensus means that no meeting participant objects to a decision or course of action under consideration by the group.

Consequently the parties agree to meet as needed to discuss any issue concerning the rights of either party or the relationship between the City and the Association or the City and employees the Association represents. The purpose of the meetings is to exchange information and to solve problems

The parties agree that such meetings shall not be negotiations and therefore the results of the meetings shall not be binding on the parties unless they develop and execute a document that memorializes their results.

Each of the parties will have three (3) representatives plus additional people as reasonably needed for a specific topic. Association representatives shall receive reasonable release time to participate in these meetings.

To promote the objectives of this process, the parties agree to focus on the problem under consideration and to attempt to develop a consensus solution for each problem discussed by the group. Further, to promote the objectives of this process, the parties agree to refrain from negatively characterizing the participation, ideas or approach of the other party to people outside the meeting.

The following basic concepts shall be adhered to:

- Each party will appointment a mutually agreed upon number of participants.
- Agendas will be jointly set and minutes kept.
- Effort will be made to include key policy decision makers.
- Committee may appoint sub-committees to study major issues and report back to the Problem Solving Committee with recommendations for resolution.
- A collective Problem Solving Committee proposal, when appropriate, will be submitted to each party's principals for consideration.

ARTICLE 22 PAID TIME OFF

SEA and the City agree to renew their negotiations for a paid time off benefit to replace paid vacation leave and paid sick leave during February, 2013. The Parties shall meet and confer to impasse on this issue as a stand-alone subject pursuant to State law and City policy governing mandatory bargaining subjects and impasse procedures. If the Parties reach agreement, they shall memorialize their agreement in a side-letter, after approval by the SEA membership.

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Signed this ____ day of December 2012.

CITY OF SUNNYVALE

SUNNYVALE EMPLOYEES'
ASSOCIATION

Teri Silva,
Director of Human Resources

Dustin Clark,
SEA President

Drew Corbett,
Assistant Director of Finance

Kevin Woodworth

Doug Baker
Human Resources Manager

JoAnn Rees

Jack Hughes
Chief Negotiator for the City

Juan Castro

Sharon Rogers

Valerie J. Armento,
Chief Negotiator for SEA

EXHIBIT A

Classifications Represented by the
Sunnyvale Employees' Association

ATTACHMENT B

<u>Job Code</u>	<u>Classification</u>	<u>Pay Range</u>
1000	Accountant	101
6800	Accounting Technician	646
1100	Administrative Aide	104
1250	Administrative Analyst	630
6750	Assistant Buyer	145
5015	Assistant Golf Professional	665
1251	Assistant Planner	126
1200	Associate Planner	107
1205	Automotive Shop Attendant	669
4000	Building Inspector II	111
2501	Business Liaison	124
2000	Buyer	112
2500	Career Advisor	124
1400	Civil Engineer	116
2150	Community Services Officer	106
6675	Customer Service Representative	648
2460	Deputy City Clerk	637
2650	Ed. Information Systems Analyst	108
1160	Employment Training Program Coordinator	611
2480	EMS Coordinator	674
1500	Engineering Assistant I	117
1410	Engineering Assistant II	660
4900	Environmental Chemist I	196
1351	Environmental Chemist II	100
1840	Environmental Engineering Coordinator	168
5050	Equipment Mechanic	128
7100	Equipment Mechanic-in-Training	129
5100	Equipment Operator	130
5310	Facilities Technician I	680
5315	Facilities Technician II	681
5320	Facilities Technician III	682
5300	Facility Attendant I	670
5301	Facility Attendant II	671
6825	Finance Analyst	678
6875	Finance Technician	677
4480	Fire Protection Engineer	652
4475	Fire Protection Inspector	651
5025	Golf Course Equipment Mechanic	645
5010	Golf Professional	664
2505	Graphic Artist	184
7300	Greenskeeper	134
7325	Groundsworker	626
4420	Hazardous Materials Coordinator	618

<u>Job Code</u>	<u>Classification</u>	<u>Pay Range</u>
4450	Hazardous Materials Inspector	110
2925	Housing Programs Analyst	179
2450	Housing Programs Technician	104
4400	Housing Rehabilitation Specialist	131
2450	I.T. Coordinator	123
1350	Industrial Waste Inspector	135
4950	Laboratory/Field Technician	620
4960	Landfill Technician	672
5150	Lead Equipment Mechanic	136
1600	Librarian	139
2100	Library Assistant	140
5250	Mail Clerk	690
7400	Maintenance Worker	144
6150	Meter Reader	147
2349	Neighborhood Preservation Specialist	118
4825	Network Engineer	642
6200	Office Assistant	149
6250	Office Clerk	150
5350	Parks Leader	153
7600	Parks Worker I	198
7650	Parks Worker II	600
7675	Parks Worker III	614
4080	Permit Center Coordinator	655
2110	Permit Clerk I	180
2112	Permit Clerk II	172
2115	Permit Technician	639
4875	Plan Check Engineer	627
4855	Plan Checker I	662
4805	Plan Checker II	656
5400	Plant Mechanic	154
7500	Press Operator	155
2050	Principal Buyer	683
6300	Principal Office Assistant	156
1700	Principal Planner	157
2202	Principal Programmer Analyst	632
6701	Principal Storekeeper	668
1255	Program Coordinator	638
2200	Programmer Analyst	103
6350	Public Safety Property Clerk	159
1130	Public Safety Records Coordinator	621
6052	Public Safety Records Senior Specialist	635
6050	Public Safety Records Specialist I	633
6051	Public Safety Records Specialist II	634

<u>Job Code</u>	<u>Classification</u>	<u>Pay Range</u>
4650	Public Works Construction Inspector	160
5500	Public Works Leader	161
5860	Public Works Maintenance Worker I	699
5850	Public Works Maintenance Worker II	698
2351	Recreation Coordinator I	164
2300	Recreation Coordinator II	628
5431	Recycled Water Coordinator	663
1010	Senior Accountant	641
6850	Senior Accounting Technician	647
4700	Senior Building Inspector	167
5651	Senior Building Services Leader	604
1140	Senior Buyer	624
2145	Senior Community Services Officer	151
1850	Senior Construction Inspector/Coordinator	174
4150	Senior Crime Analyst	653
1800	Senior Engineer	125
1300	Senior Environmental Chemist	114
7301	Senior Greenskeeper	609
4325	Senior Housing Rehabilitation Specialist	601
1349	Senior Industrial Waste Inspector	146
2310	Senior Leisure Services Coordinator	629
2400	Senior Library Assistant	170
6450	Senior Meter Reader	171
2345	Senior Neighborhood Preservation Specialist	148
6500	Senior Office Assistant	172
5600	Senior Park Utility Worker	173
7320	Senior Parks Leader	613
4090	Senior Plan Check Engineer	691
1260	Senior Planner	654
5425	Senior Plant Mechanic	185
2201	Senior Programmer Analyst	631
5650	Senior Public Works Leader	191
6600	Senior Storekeeper	176
1860	Senior Traffic Engineer	181
1875	Senior Transportation Planner	657
5700	Senior Utility Worker	177
5800	Senior Water Distribution Crew Leader	694
5820	Senior Water Distribution Worker	696
5750	Senior Water Pollution Control Operator	178
1345	Solid Waste Contract Administrator	115
4800	Solid Waste Specialist	169
6650	Staff Office Assistant	180
6700	Storekeeper	182

<u>Job Code</u>	<u>Classification</u>	<u>Pay Range</u>
5200	Street Lighting Technician	142
2120	Technical Support Specialist	649
1950	Traffic Engineer	188
4200	Traffic Engineering Assistant I	127
4201	Traffic Engineering Assistant II	607
1861	Transportation Planner	183
7800	Utility Worker	192
5430	Water Conservation Coordinator	650
5810	Water Distribution Crew Leader	695
5830	Water Distribution Worker	697
5880	Water Meter Repair Worker	195
5901	Water Pollution Control Operator I	197
5900	Water Pollution Control Operator II	202
7900	Water Pollution Control Operator-in-Training	199
4100	Water System Operator	186
2550	Workforce Development Analyst	661
2503	Workforce Services Representative	667

EXHIBIT B

Clarification of Overtime Provision
Contained in this Agreement

CLARIFICATION OF OVERTIME PROVISION
Included in this Agreement and Referenced Below
and
AMENDING RELATED ADMINISTRATIVE POLICY
and
ALL SPECIAL SCHEDULES
(with and without written agreements)

Effective February 12, 1995
Reaffirmed July 1, 1996
Reaffirmed July 1, 1999
Reaffirmed July 1, 2004

Chapter B – Wages, Article B.3 - Overtime, Section B.3.5 states:

All paid time shall count as time worked when determining overtime.

This language (current MOU Section B.3.5) was originally included in the 1993 SEA MOU with the intent that paid leave hours for any portion of any given day plus the hours worked on that same day, would be added together to determine overtime for that day only to the extent that the sum of the leave and work hours exceeded the normally scheduled work hours.

In other words, the inclusion of this language was intended to modify and clarify certain sections of the Article (current MOU Sections B.3.2.a, B.3.2.b, B.3.2.c) in calculating overtime earned **on a daily basis (in which some work was performed) only**.

The intent of adding the language (current MOU Section B.3.5) to the SEA MOU was simply to have the MOU language reflect the actual past practice within the City. Example A (attached) illustrates this past practice. Note also that Example A applies to all employees regardless of the type of schedule assigned (i.e., whether or not working a standard, special or shift schedule), the principles indicated would apply.

The language (current MOU Section B.3.5), was **not intended**:

1. to provide any new and/or additional overtime pay beyond that received by employees at the time that this provision was added to the MOU;
2. to cause any paid City designated holidays which occur on non-scheduled work days to be counted as hours worked for the determination of overtime for that week (see Example B attached);

3. to count any full day of paid leave time in and of itself (vacation, compensatory time, floating holiday, City designated holiday, disability leave, etc.) toward the calculation of overtime on a weekly basis (see Example C attached);
4. to override the section (current MOU Section B.3.2.3) which deals with the basis for calculating overtime on a weekly basis, i.e., "all hours worked in excess of forty (40) hours worked in a workweek" (see Example D attached);
5. to change the method of payment stipulated in the Section (current MOU Section B.3.4) when an employee works on a scheduled holiday or to create an inequity such that employees who work on a City designated holiday and are paid in accordance with Section B.3.4 receive the same pay as employees who are not scheduled to work and do not work on a City designated holiday. Note: Section B.3.4 states, "An employee who works on a holiday shall be compensated at the overtime rate for all hours worked on the holiday in addition to eight (8) hours holiday pay (see Example E attached); and
6. to cause the City to incur any additional overtime costs in relation to employees working special schedules or shift schedules above those which would be incurred by employees working on a standard Monday through Friday, 5 day/week, 8 hour/day schedule (see Example F attached).

We agree that the above statements and the attached examples illustrating each statement represent our understanding of the intent of Chapter B – Wages, Article B2 – Overtime, Section B2.10 of the August 1993 to June 1996 Memorandum of Understanding between the City of Sunnyvale and the Sunnyvale Employees Association. We further agree that the Examples attached describe the appropriate methods for employees to record work, leave and overtime in each of the options illustrated.

EXAMPLE A: SHOWING HOW A PARTIAL DAY'S LEAVE WHEN COMBINED WITH WORK TIME CAN GENERATE OVERTIME ON A DAILY BASIS

Employee works Monday through Friday (or any five days within the work week) 8 hours per day; work day starts at 8 a.m. and ends at 5 p.m.

On Monday, the employee's activity for the day is as follows:

8:00 a.m. – 10:00 a.m.	Works
10:01 a.m. – noon	Medical appointment
12:01 p.m. – 12:30 p.m.	Works
12:31 p.m. – 1:30 p.m.	Lunch
1:31 p.m.	Returns to work and supervisor indicates overtime needed to complete critical work; normal end of day is 5 p.m.
1:31 p.m. – 8:00 p.m.	Employee works three hours beyond the end of normal work schedule this day.

FOR THIS DAY:

TOTAL WORK HOURS = 9

TOTAL LEAVE HOURS = 2

Based on work hours alone, the employee would be entitled to 1 hour of overtime; however, based on past practice, the employee actually may record time on the time card and receive pay as follows:

6 HOURS REGULAR WORK TIME plus 2 HOURS LEAVE TIME plus 3 HOURS OVERTIME

For employees scheduled to work 9 or 10 hour days the overtime would apply for any day in which the combined total of paid leave plus work hours exceeded the 9 or 10 hours normally scheduled for the day.

EXAMPLE B: SHOWING THAT A DESIGNATED CITY HOLIDAY OCCURRING ON A NON-SCHEDULED, NON-WORKED DAY DOES NOT GENERATE OVERTIME AND EXPLAINING EMPLOYEE OPTIONS AVAILABLE IN THIS SITUATION

Employee is scheduled to work and works Tuesday through Saturday, 8 hours per day and the holiday occurs on a Monday which the employee does not work. This situation, in and of itself, would not generate overtime for the week. The options available to the employee would be:

1. Note: This first option would require pre-planning and the pre-approval of the supervisor, as for vacation leave:

Exchange one of the work days for the scheduled holiday within the work week in which the holiday occurs or within the work week immediately following the work week in which the holiday occurs, except that the Christmas and New Year's holidays may not be exchanged for another day off since the payroll calendar year split occurs at this time of the year. The exchange would be shown as follows on the time card for the week in which the holiday was taken:

For 8 hr/day employee:

8 hours holiday time
32 hours regular work time
TTL: 40 hours at regular rate

For 10 hr/day employee:

8 hours holiday time
2 hours leave time
30 hours regular work time
TTL: 40 hours at regular rate

For Black Friday or Black Monday employees, assuming the holiday is exchanged for a 9 hour work day:

8 hours holiday time
1 hour leave time
31 hours regular work time
TTL: 40 hours at regular rate

If holiday is exchanged for the split Friday/Monday (an 8 hour day), 4 hours of holiday time would be recorded on two consecutive time cards such that each week would show:

4 hours holiday time
36 hours regular work time
TTL: 40 hours at regular rate

EXAMPLE B (continued)

- Record and receive pay for a total of 48 regular hours as follows for the week in which the holiday occurs:

For all schedules: 8 hours holiday time
 40 hours regular work time
 TTL: 48 hours at regular rate

- Take the holiday leave as a vacation credit:

If neither of the above options have been exercised, within two pay periods after the City designated holiday, Payroll will automatically debit 8 hours of holiday leave, as though used by the employee, and credit 8 hours to that employee's vacation bank.

For all schedules: TTL: 40 hours regular work time would be recorded

EXAMPLE C: SHOWING THAT A DESIGNATED CITY HOLIDAY OCCURRING ON A NON-SCHEDULED, NON-WORKED DAY IN A WORK WEEK IN WHICH THE EMPLOYEE ALSO TAKES A FULL DAY OF PAID LEAVE TIME, DOES NOT GENERATE OVERTIME AND EXPLAINING EMPLOYEE OPTIONS AVAILABLE IN THIS SITUATION.

Employee is scheduled to work Tuesday through Saturday, 8 hours per day. The employee takes a paid leave day on Tuesday and the holiday occurs on a Monday which the employee does not work. This situation would not, in and of itself, generate overtime for the work week. The options available to the employee would be:

1. Exchange the paid leave day for the scheduled holiday within the work week in which the holiday occurs except that the Christmas and New Year's holidays may not be exchanged for another day off since the payroll calendar year split occurs at this time of the year. The exchange would be shown as follows on the time card for the week in which the holiday was exchanged for the paid leave day:

For 8 hr/day employee:

8 hours holiday time
32 hours regular work time
TTL: 40 hours at regular rate

For 10 hr/day employee:

8 hours holiday time
2 hours leave time
30 hours regular work time
TTL: 40 hours at regular rate

For Black Friday or Black Monday employees assuming the holiday is exchanged for a 9 hour day:

8 hours holiday time
1 hour leave time
31 hours regular work time
TTL: 40 hours at regular rate

If holiday is exchanged for the split Friday/Monday (an 8 hour day), 4 hours of holiday time would be recorded on two consecutive time cards such that each week would show:

4 hours holiday time
36 hours regular work time
TTL: 40 hours at regular rate

EXAMPLE C (continued)

2. Record and receive pay for a total of 48 regular hours for the week in which the holiday and leave time occurs:

For 8 hr/day employee:

8 hours holiday time
8 hours leave time
32 hours regular work time
TTL: 48 hours at regular rate

For 10 hr/day employee:

8 hours holiday time
10 hours leave time
30 hours regular work time
TTL: 48 hours at regular rate

For Black Friday or Black Monday employees:

8 hours holiday time
9 hours leave time
31 hours regular work time
TTL: 48 hours at regular rate

3. Take the holiday leave as a vacation credit:

If neither of the above options have been exercised within two pay periods after the City designated holiday, Payroll will automatically debit 8 hours of holiday leave, as though used by the employee, and credit 8 hours to that employee's vacation bank.

For all schedules: TTL: 40 hours regular [work + other (non holiday) leave] would be recorded

NOTE: If a leave occurs during an employee's regular work week and the employee is required by management to work on a non-scheduled work day in that work week, the hours worked on the non-scheduled work day would be paid at the overtime rate.

EXAMPLE D: SHOWING THAT IN DETERMINING OVERTIME ON A WEEKLY BASIS ONLY HOURS "WORKED IN EXCESS OF FORTY" ARE CONSIDERED.

The employee takes paid leave for the entire scheduled week and the holiday occurs on a non-scheduled work day. This situation would not, under any circumstances, generate any overtime pay or more than 40 regular hours of pay for this work week.

In this situation, whenever an employee takes an entire work week off for any reason, that employee is required to exchange 8 hours of holiday leave for each of the holidays occurring within that work week (instead of the other leave). Employees on other than 8 hour day schedules will supplement the 8 hours of holiday leave with the alternative leave to show the normally scheduled hours for each day.

In essence, in this situation the employee exchanges the paid leave days off for the holiday regardless of the type of paid leave taken and will never receive more than 40 regular hours of pay for the week.

EXAMPLE E: SHOWING HOW AN EMPLOYEE WHO WORKS ON A SCHEDULED HOLIDAY
IS TO BE PAID IN ACCORDANCE WITH ARTICLE B.3 – Overtime, Section
B.3.4:

An employee who works on a holiday shall be compensated at the overtime rate for all hours worked on the holiday in addition to eight (8) hours holiday pay.

Employee is scheduled to work and works Tuesday through Saturday, 8 hours per day; the holiday occurs on a Friday and the employee works on the holiday. This situation, in and of itself, **does** guarantee overtime for the week.

Time should be recorded as follows:

Tuesday through Thursday	-	24 hours regular work time
Friday	-	8 hours of overtime worked, plus 8 hours of holiday time
<u>Saturday</u>		<u>8 hours regular work time</u>
TTL FOR WEEK:		32 HOURS REGULAR WORK TIME 8 HOURS HOLIDAY TIME 8 HOURS OVERTIME

If a Black Friday or Black Monday employee works the holiday and the holiday is a 9 hour day, he/she receives:

	8 hours holiday
	1 hour of leave
	9 hours of overtime
	<u>31 hours regular work time</u>
TTL FOR WEEK:	32 HOURS REGULAR (WORK AND LEAVE) TIME 8 HOURS HOLIDAY TIME 9 HOURS OVERTIME

If a Black Friday or Black Monday employee works the holiday and the holiday is the split Friday or Monday day he/she receives for each of the two consecutive work weeks in which the holiday time occurs:

	4 hours holiday
	4 hours of overtime
	<u>36 hours regular work time</u>
TTL FOR WEEK:	36 HOURS REGULAR WORK TIME
	4 HOURS HOLIDAY TIME
	4 HOURS OVERTIME

If a 10 hour per day employee works the holiday, he/she receives:

	8 hours of holiday
	2 hours of leave
	10 hours of overtime
	<u>30 hours of regular work time</u>
TTL FOR WEEK:	32 HOURS REGULAR (WORK AND LEAVE) TIME
	8 HOURS HOLIDAY TIME
	10 HOURS OVERTIME

NOTE: If paid holidays which are not worked were counted for the calculation of overtime, then the employee who works the holiday (as above) and the employee who did not work the holiday because it occurred on a non-scheduled work day would receive the same pay. This is an inequity in pay which was never intended.

EXAMPLE F: SPECIAL ISSUES FOR EMPLOYEES WORKING SPECIAL SCHEDULES AND/OR SHIFT SCHEDULES

The options available to employees working special schedules, i.e., not working a standard schedule of 5 days/week, 8 hours/day, whether or not a special schedule agreement is on file, and for employees working a standard shift schedule in which the employee is scheduled to work 8 hours/day, 5 days/week but the work is not necessarily scheduled Monday through Friday would follow the same patterns illustrated in examples B through E above.

In addition the following is required:

1. A minimum of 40 hours of regular time (work and/or leave time) must be recorded each and every week.
2. Each employee must maintain his/her regularly scheduled work hours for each day whether worked or not so that the time card shows the number of hours that the employee is normally scheduled to work, e.g., 8, 9 and split 8, 9 or 10 hours.
3. When charging holiday time occurring on a scheduled work day which is not worked, the 9 or 10 hour per day employee must record 8 hours of holiday leave plus 1 or 2 hours, respectively, of another leave for each holiday to meet the daily hours requirement in #2 above.
4. Holiday leave is taken in full day (8 hour) increments; a maximum 8 hours of holiday leave may be recorded for any single work day. The maximum total of holiday hours recorded in a work week may not exceed the number of holiday hours actually occurring in that week or in the prior week.

Except that in any work week in which a Water Pollution Control Operator or Senior Water Pollution Control Operator performs a relief coverage assignment, he/she may, with the approval of the supervisor, work (and record) varying hours on different work days for that week. Despite this possibility, these employees are required to maintain the minimum of 40 hours of regular time in each work week (#1 above) and may not charge more than 8 hours of holiday time in any single work day.

EXHIBIT C

Classifications Eligible for Flextime

Administrative Analyst
Civil Engineer
Deputy City Clerk
Employment Training Coordinator
Environmental Chemist II
Environmental Engineering Coordinator
Hazardous Materials Coordinator
Housing Programs Analyst
Librarian
Principal Planner
Principal Programmer Analyst
Public Safety Records Coordinator
Recreation Coordinator II
Senior Accountant
Senior Buyer
Senior Construction Inspector/Coordinator
Senior Engineer
Senior Environmental Chemist
Senior Industrial Waste Inspector
Senior Programmer Analyst
Senior Traffic Engineer
Senior Transportation Planner
Software Applications Leader
Solid Waste Contract Administrator
Solid Waste Specialist
Transportation Planner

EXHIBIT D

Classifications Eligible
for
Safety Footwear Allowance

Safety Footwear Allowance

Pursuant to the provisions of the current MOU, employees in the following classifications are eligible to receive an annual safety footwear allowance:

Building Inspector I/II
Environmental Chemist I/II
Environmental Engineering Coordinator
Equipment Mechanic
Equipment Mechanic-in-Training
Equipment Operator
Facility Attendant I/II
Facility Technician I/II/III
Fire Protection Engineer
Golf Course Equipment Mechanic
Greenskeeper
Groundsworker
Hazardous Materials Coordinator
Hazardous Materials Inspector
Housing Rehabilitation Specialist
Industrial Waste Inspector
Laboratory/Field Technician
Landfill Technician
Lead Equipment Mechanic
Maintenance Craftsworker
Maintenance Worker Meter Reader
Neighborhood Preservation Specialist
Parks Leader
Parks Worker I/II/III
Permit Technician
Plan Checker I/II
Plan Check Engineer
Plant Mechanic
Press Operator
Public Safety Property Clerk
Public Works Constructor Inspector
Public Works Leader
Public Works Maintenance Worker I/II
Recycling Coordinator
Senior Building Inspector/Coordinator
Senior Building Services Leader
Senior Construction Inspector/Coordinator
Senior Engineer
Senior Environmental Chemist

Senior Greenskeeper
 Senior Housing Rehabilitation Specialist
 Senior Industrial Waste Inspector
 Senior Neighborhood Preservation Specialist
 Senior Parks Leader
 Senior Parks Utility Worker
 Senior Plant Mechanic
 Senior Public Works Leader
 Senior Storekeeper
 Senior Traffic Engineer
 Senior Utility Worker
 Senior Water Distribution Crew Leader
 Senior Water Distribution Worker
 Senior Water Pollution Control Operator
 Solid Waste Contract Administrator
 Solid Waste Specialist
 Storekeeper
 Traffic Engineer
 Traffic Engineering Assistance I/II
 Utility Worker
 Water Conservation Coordinator
 Water Distribution Crew Leader
 Water Distribution Worker
 Water Meter Repair Worker
 Water Pollution Control Operator I/II
 Water Pollution Control Operator-in-Training
 Water Systems Operator

Pursuant to the provisions of the current MOU, employees in the following assignments are eligible to receive an annual safety footwear allowance:

Classification	Department	Assignment
Administrative Aide	Public Works	Field Services (1)
Civil Engineering Assistant	Public Works	Survey Crew (1)
Community Services Officer	Public Safety	Animal Control (3)
Office Clerk	Information Technology	Print Shop (1)
Recreation Coordinator II	Parks and Recreation	Theater (1)
Senior Office Assistant	Public Works	WPC Plant Maintenance/Parts (1)

EXHIBIT E

Water Pollution Control Plant
Instrumentation and Maintenance Mechanics
Tool Inventory Agreement

**Water Pollution Control Plant
Instrumentation and Maintenance Mechanics Tool Inventory Agreement**

It is agreed that each employee in the classifications of Plant Maintenance Mechanic and Senior Plant Maintenance Mechanic will be responsible for maintaining the following minimum tool inventory.

1. One standard set 1/4" drive sockets (mechanic choice of 6 or 12 point); sizes 3/16" to 9/16"
2. One standard set 3/8" drive sockets (mechanic choice of 6 or 12 point); sizes 3/8" to 3/4"
3. One 1/4" drive ratchet
4. One 3/8" drive ratchet
5. One 3/8" drive x 6" long extension
6. One 3/8" drive x 8" long extension
7. One standard set 1/2" drive sockets (mechanic choice of 6 or 12 point); sizes 3/8" to 1", standard depth
8. One 1/2" drive ratchet
9. One 1/2" drive x 6" extension
10. One 1/2" drive x 8" extension
11. One 1/2" drive x 12" extension
12. One pair 4" curved jaw vise grips
13. One pair 10" curved jaw vise grips
14. One pair adjustable lock, 5 jaw positions, 9-1/4" long
15. One pair adjustable lock, 7 jaw positions, 13-1/2" long
16. One pair combination slip joint pliers, 7-1/2" long
17. One pair needlenose pliers, 7-1/8" long

18. One pair diagonal cutters
19. One adjustable wrench 6"
20. One adjustable wrench 10"
21. One adjustable wrench 12"
22. One pipe wrench 8"
23. One pipe wrench 10"
24. One standard set of nut drivers; sizes 5/6" to 1/2"
25. One standard 4 piece set of slotted tip screwdrivers, wood or plastic handles
26. One standard 4 piece set of phillips screwdrivers, wood or plastic handles
27. Deluxe hacksaw designed for 10" or 12" blades
28. One standard set of allen wrenches (mechanic choice long or short length), sizes 5/64" to 3/8"
29. One 25" metal retracting tape rule
30. One standard set of punches (mechanic choice on length)
31. One standard set of flat chisels
32. One standard set of combination wrenches (mechanic choice 6 or 12 point sizes 1/4" to 1")
33. Tool Chest

For the City employees currently employed and hired in the Plant Maintenance Mechanic and Senior Plant Maintenance Mechanic classifications assigned to the Water Pollution Control Plant, from the date this agreement is signed, the City will purchase the complete Craftsman tool sets and two-drawer tool chests as indicated on the minimum tool requirement list above. It will be the responsibility of the Senior Mechanic to distribute the tool sets and tool chests which will provide each employee in these classifications a complete set of the minimum toll inventory indicated above.

It is further agreed as follows:

- Each employee in the classifications of Plant Maintenance Mechanic and Senior Plant Maintenance Mechanic will be responsible for storing and maintaining the tools in a secure, clean, and safe condition. The City will provide a locked location for the Mechanics' boxes.
- Any special tools required by the City will be provided by the City.
- City management at the Water Pollution Control Plant will develop and provide each employee in the classifications of Plant Maintenance Mechanic and Senior Plant Maintenance Mechanic a standard operating procedure regarding tools lost or broken on the job in the performance of their regular duties.
- City management at the Water Pollution Control Plant will prepare a written inventory of the tools provided, and each of the employees in the classification of Plant Maintenance Mechanic and Senior Plant Maintenance Mechanic shall be provided a copy. Once provided the tools, each Mechanic will be required to sign and return a copy of the inventory to the Senior Plant Maintenance Mechanic. The Maintenance Supervisor at the Water Pollution Control Plant will maintain a written record of the inventory of each Mechanic.
- City management at the Water Pollution Control Plant shall inspect the Senior Plant Maintenance Mechanic's tool inventory and shall inspect or request the Senior Plant Maintenance Mechanic to inspect each Mechanic's tool inventory at least once a year. The inspection shall include verification of a complete tool inventory and a statement evaluating each Mechanic's maintenance of the tools in a secure, clean, and safe condition. A report on the semi-annual inspection, dated and signed by the inspector and the Mechanics, shall be maintained in the office of the Water Pollution Control Maintenance Supervisor. Each employee will be provided a copy of the inspector's report for their records.
- The City will retain ownership of all tools and tool chests purchased by the City. They cannot be taken off City premises, and upon separation from City service or promotion or transfer to any other position within the City, a full inventory of tools must be returned or full replacement costs of any missing tool(s) will be charged.
- Any mechanic using personal tools or equipment at work after the date the tools are provided by the City will do so at their own risk and responsibility.

s/ _____ 11/15/91 s/ _____ 11/15/91
Izetta E. Birch Armando Atencio
Director of Human Resources President of SEA

s/ _____ 11/15/91 s/ _____ 11/15/91
Helen Farnham Greg Burton
Environmental Operations Manager WPC Operator

s/ _____ 11/15/91 s/ _____ 11/15/91
Gary Csordas Wayne Granger
WPC Maintenance Supervisor Plant Maintenance Mechanic

s/ _____ 11/15/91 s/ _____ 11/15/91
Marvin A. Rose Barry Phillips
Director of Public Works Sr. Plant Maintenance Mechanic

s/ _____ 11/15/91
Howard Hament
Plant Maintenance Mechanic

s/ _____ 11/15/91
Walter Koehn
Plant Maintenance Mechanic

s/ _____ 11/15/91
Ronald Paul
Plant Maintenance Mechanic

s/ _____ 11/15/91
James Shrove
Plant Maintenance Mechanic

s/ _____ 11/15/91
Rudy Winkleman
Plant Maintenance Mechanic

ATTACHMENT B

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SUNNYVALE AMENDING RESOLUTION NO. 190-05, THE CITY'S SALARY RESOLUTION, BY AMENDING THE SCHEDULE OF PAY FOR PAY PLAN CATEGORY B (SUNNYVALE EMPLOYEES' ASSOCIATION)

WHEREAS, pursuant to the Memorandum of Understanding (MOU) between the City of Sunnyvale and the Sunnyvale Employees' Association (SEA), and past practice, an amended pay plan schedule must be included in the City's Salary Resolution;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SUNNYVALE THAT:

1. Resolution No. 190-05 is hereby amended by amending the pay rates in Pay Plan Category B, as set forth in Exhibit "A" attached and incorporated by reference.
2. All other provisions of Resolution No. 190-05 shall remain in full force and effect.
3. The pay rates noted above shall be effective the first full pay period in July 2014.

Adopted by the City Council of the City of Sunnyvale at a regular meeting held on _____, 2012, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

APPROVED:

City Clerk
(SEAL)

Mayor

APPROVED AS TO FORM AND LEGALITY:

Joan A. Borger, City Attorney

**City of Sunnyvale
Salary Table - SEA**

Job Code	Job Title	Unit	Pay Categories	Scale	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Effective Date
1000	ACCOUNTANT	SEA	B	101	34,2787	35,9925	37,7921	39,6818	41,6659	43,7491	7/6/2014
6800	ACCOUNTING TECHNICIAN	SEA	B	646	26,3202	27,6362	29,0181	30,4689	31,9923	33,5919	7/6/2014
1100	ADMINISTRATIVE AIDE	SEA	B	104	31,1142	32,6700	34,3034	36,0187	37,8196	39,7106	7/6/2014
1102	ADMINISTRATIVE AIDE - Employment Development	SEA	B	104	31,1142	32,6700	34,3034	36,0187	37,8196	39,7106	7/6/2014
1150	ADMINISTRATIVE AIDE/GRANT COMPLIANCE COORDINATOR	SEA	B	104	31,1142	32,6700	34,3034	36,0187	37,8196	39,7106	7/6/2014
1250	ADMINISTRATIVE ANALYST	SEA	B	630	32,5236	34,1499	35,8573	37,6502	39,5327	41,5093	7/6/2014
2170	ANIMAL CONTROL OFFICER	SEA	B	106	30,2078	31,7182	33,3041	34,9692	36,7177	38,5535	7/6/2014
6750	ASSISTANT BUYER	SEA	B	145	30,2134	31,7240	33,3102	34,9757	36,7244	38,5607	7/6/2014
5015	ASSISTANT GOLF PROFESSIONAL	SEA	B	665	18,7044	19,6395	20,6216	21,6527	22,7353	23,8720	7/6/2014
1251	ASSISTANT PLANNER	SEA	B	126	31,3375	32,9044	34,5496	36,2771	38,0908	39,9955	7/6/2014
1200	ASSOCIATE PLANNER	SEA	B	107	37,7018	39,5869	41,5664	43,6447	45,8269	48,1182	7/6/2014
1205	AUTOMOTIVE SHOP ATTENDANT	SEA	B	669	15,2529	16,0155	16,8163	17,6570	18,5399	19,4670	7/6/2014
4001	BUILDING INSPECTOR I	SEA	B	702	33,0427	34,6948	36,4297	38,2512	40,1638	42,1720	7/6/2014
4000	BUILDING INSPECTOR II	SEA	B	111	36,4297	38,2512	40,1638	42,1720	44,2806	46,4947	7/6/2014
2501	BUSINESS LIAISON	SEA	B	124	28,6281	30,0595	31,5625	33,1407	34,7976	36,5376	7/6/2014
2000	BUYER	SEA	B	112	34,0203	35,7213	37,5073	39,3827	41,3518	43,4194	7/6/2014
2500	CAREER ADVISOR	SEA	B	124	28,6281	30,0595	31,5625	33,1407	34,7976	36,5376	7/6/2014
1400	CIVIL ENGINEER	SEA	B	116	41,1062	43,1615	45,3196	47,5857	49,9650	52,4632	7/6/2014
6805	COLLECTIONS SPECIALIST	SEA	B	646	26,3202	27,6362	29,0181	30,4689	31,9923	33,5919	7/6/2014
2351	COMMUNITY SERVICES COORDINATOR I	SEA	B	164	29,0607	30,5138	32,0394	33,6413	35,3234	37,0896	7/6/2014
2300	COMMUNITY SERVICES COORDINATOR II	SEA	B	628	33,6416	35,3236	37,0899	38,9444	40,8916	42,9363	7/6/2014
2150	COMMUNITY SERVICES OFFICER	SEA	B	106	30,2078	31,7182	33,3041	34,9692	36,7177	38,5535	7/6/2014
6675	CUSTOMER SERVICE REPRESENTATIVE	SEA	B	648	26,0389	27,3408	28,7079	30,1433	31,6504	33,2328	7/6/2014
2460	DEPUTY CITY CLERK	SEA	B	637	32,5236	34,1499	35,8573	37,6502	39,5327	41,5093	7/6/2014
2650	ED INFORMATION SYSTEMS ANALYST	SEA	B	108	34,8224	36,5637	38,3918	40,3114	42,3270	44,4434	7/6/2014
2160	EMERGENCY MANAGEMENT COORDINATOR	SEA	B	106	30,2078	31,7182	33,3041	34,9692	36,7177	38,5535	7/6/2014
2480	EMERGENCY MEDICAL SERVICES COORDINATOR	SEA	B	674	39,7490	41,7363	43,8233	46,0144	48,3151	50,7309	7/6/2014
1160	EMPLOYMENT TRAINING PROGRAM COORDINATOR	SEA	B	611	31,2193	32,7803	34,4193	36,1403	37,9474	39,8447	7/6/2014
1500	ENGINEERING ASSISTANT I	SEA	B	117	34,3620	36,0803	37,8843	39,7785	41,7673	43,8558	7/6/2014
1410	ENGINEERING ASSISTANT II	SEA	B	660	37,7347	39,6215	41,6025	43,6827	45,8668	48,1601	7/6/2014
4900	ENVIRONMENTAL CHEMIST I	SEA	B	196	28,8902	30,3347	31,8514	33,4440	35,1162	36,8720	7/6/2014
1351	ENVIRONMENTAL CHEMIST II	SEA	B	100	33,6026	35,2829	37,0470	38,8994	40,8443	42,8865	7/6/2014

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1350	ENVIRONMENTAL COMPLIANCE INSPECTOR	SEA	B	135	32.9900	34.6395	36.3715	38.1900	40.0995	42.1044	7/6/2014
1840	ENVIRONMENTAL ENGINEERING COORDINATOR	SEA	B	168	45.0645	47.3176	49.6835	52.1676	54.7761	57.5149	7/6/2014
5050	EQUIPMENT MECHANIC	SEA	B	128	29.6773	31.1611	32.7192	34.3550	36.0728	37.8764	7/6/2014
7100	EQUIPMENT MECHANIC-IN-TRAINING	SEA	B	129	25.3509	26.6184	27.9494	29.3469	30.8142	32.3550	7/6/2014
5310	FACILITIES TECHNICIAN I	SEA	B	680	24.2178	25.4287	26.7002	28.0352	29.4370	30.9089	7/6/2014
5315	FACILITIES TECHNICIAN II	SEA	B	681	25.4041	26.6743	28.0081	29.4085	30.8789	32.4229	7/6/2014
5320	FACILITIES TECHNICIAN III	SEA	B	682	27.5617	28.9397	30.3868	31.9061	33.5015	35.1764	7/6/2014
5300	FACILITY ATTENDANT I	SEA	B	670	15.2529	16.0155	16.8163	17.6570	18.5399	19.4670	7/6/2014
5301	FACILITY ATTENDANT II	SEA	B	671	18.9942	19.9439	20.9411	21.9882	23.0876	24.2419	7/6/2014
6830	FINANCE ANALYST I	SEA	B	692	30.9750	32.5237	34.1500	35.8574	37.6503	39.5328	7/6/2014
6840	FINANCE ANALYST II	SEA	B	693	32.5236	34.1499	35.8573	37.6502	39.5327	41.5093	7/6/2014
6875	FINANCE TECHNICIAN	SEA	B	677	29.8300	31.3216	32.8876	34.5320	36.2585	38.0715	7/6/2014
4460	FIRE PREVENTION SPECIALIST I	SEA	B	617	26.9712	28.3197	29.7357	31.2225	32.7837	34.4228	7/6/2014
4461	FIRE PREVENTION SPECIALIST II	SEA	B	106	30.2078	31.7182	33.3041	34.9692	36.7177	38.5535	7/6/2014
4480	FIRE PROTECTION ENGINEER	SEA	B	652	45.0645	47.3176	49.6835	52.1676	54.7761	57.5149	7/6/2014
4475	FIRE PROTECTION INSPECTOR	SEA	B	651	37.5538	39.4314	41.4030	43.4732	45.6488	47.9291	7/6/2014
4490	FLEET SERVICES COORDINATOR	SEA	B	700	35.6128	37.3932	39.2629	41.2261	43.2875	45.4518	7/6/2014
5025	GOLF COURSE EQUIPMENT MECHANIC	SEA	B	645	29.6773	31.1611	32.7192	34.3550	36.0728	37.8764	7/6/2014
5010	GOLF PROFESSIONAL	SEA	B	664	25.7571	27.0451	28.3973	29.8172	31.3080	32.8734	7/6/2014
2505	GRAPHIC ARTIST	SEA	B	184	23.0018	24.1519	25.3594	26.6274	27.9586	29.3566	7/6/2014
7300	GREENSKEEPER	SEA	B	134	31.1018	32.6569	34.2897	36.0042	37.8044	39.6946	7/6/2014
7325	GROUNDWORKER	SEA	B	626	15.2529	16.0155	16.8163	17.6570	18.5399	19.4670	7/6/2014
4420	HAZARDOUS MATERIALS COORDINATOR	SEA	B	618	55.0566	57.8096	60.7000	63.7350	66.9218	70.2678	7/6/2014
4450	HAZARDOUS MATERIALS INSPECTOR	SEA	B	110	45.8288	48.1204	50.5263	53.0525	55.7053	58.4905	7/6/2014
5100	HEAVY EQUIPMENT OPERATOR	SEA	B	130	29.6561	31.1389	32.6957	34.3304	36.0470	37.8493	7/6/2014
2925	HOUSING PROGRAMS ANALYST	SEA	B	179	33.0556	34.7083	36.4438	38.2659	40.1792	42.1881	7/6/2014
2950	HOUSING PROGRAMS TECHNICIAN	SEA	B	104	31.1142	32.6700	34.3034	36.0187	37.8196	39.7106	7/6/2014
4400	HOUSING REHABILITATION SPECIALIST	SEA	B	131	33.7317	35.4182	37.1893	39.0487	41.0011	43.0513	7/6/2014
2450	I.T. COORDINATOR	SEA	B	123	39.4453	41.4176	43.4885	45.6629	47.9460	50.3434	7/6/2014
4950	LABORATORY/FIELD TECHNICIAN	SEA	B	620	26.5817	27.9108	29.3065	30.7718	32.3104	33.9259	7/6/2014
4960	LANDFILL TECHNICIAN	SEA	B	672	25.9518	27.2494	28.6119	30.0424	31.5445	33.1217	7/6/2014

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5150	LEAD EQUIPMENT MECHANIC	SEA	B	136	33.2385	34.9005	36.6454	38.4777	40.4015	42.4217	7/6/2014
1600	LIBRARIAN	SEA	B	139	30.1026	31.6076	33.1880	34.8475	36.5898	38.4192	7/6/2014
2100	LIBRARY ASSISTANT	SEA	B	140	24.5471	25.7744	27.0631	28.4163	29.8371	31.3290	7/6/2014
5250	MAIL CLERK	SEA	B	690	18.9089	19.8545	20.8472	21.8895	22.9839	24.1331	7/6/2014
5860	MAINTENANCE WORKER I	SEA	B	699	24.1945	25.4041	26.6743	28.0081	29.4085	30.8789	7/6/2014
5850	MAINTENANCE WORKER II	SEA	B	698	25.4041	26.6743	28.0081	29.4085	30.8789	32.4229	7/6/2014
6150	METER READER	SEA	B	147	25.5878	26.8671	28.2105	29.6210	31.1022	32.6573	7/6/2014
2349	NEIGHBORHOOD PRESERVATION SPECIALIST	SEA	B	118	29.8268	31.3182	32.8841	34.5283	36.2547	38.0675	7/6/2014
4825	NETWORK ENGINEER	SEA	B	642	44.8802	47.1243	49.4805	51.9545	54.5522	57.2797	7/6/2014
6200	OFFICE ASSISTANT	SEA	B	149	20.8631	21.9060	23.0014	24.1515	25.3591	26.6270	7/6/2014
6250	OFFICE CLERK	SEA	B	150	18.9089	19.8545	20.8472	21.8895	22.9839	24.1331	7/6/2014
5350	PARKS LEADER	SEA	B	153	31.1018	32.6569	34.2897	36.0042	37.8044	39.6946	7/6/2014
7600	PARKS WORKER I	SEA	B	198	24.2178	25.4287	26.7002	28.0352	29.4370	30.9089	7/6/2014
7650	PARKS WORKER II	SEA	B	600	25.4041	26.6743	28.0081	29.4085	30.8789	32.4229	7/6/2014
7675	PARKS WORKER III	SEA	B	614	27.5617	28.9397	30.3868	31.9061	33.5015	35.1764	7/6/2014
4080	PERMIT CENTER COORDINATOR	SEA	B	655	42.7393	44.8763	47.1201	49.4763	51.9501	54.5475	7/6/2014
2110	PERMIT CLERK I	SEA	B	180	23.0018	24.1519	25.3594	26.6274	27.9586	29.3566	7/6/2014
2112	PERMIT CLERK II	SEA	B	172	26.0389	27.3408	28.7079	30.1433	31.6504	33.2328	7/6/2014
2115	PERMIT TECHNICIAN	SEA	B	639	28.7423	30.1794	31.6883	33.2727	34.9364	36.6831	7/6/2014
4875	PLAN CHECK ENGINEER	SEA	B	627	45.0645	47.3176	49.6835	52.1676	54.7761	57.5149	7/6/2014
4855	PLAN CHECKER I	SEA	B	662	34.6946	36.4293	38.2508	40.1633	42.1715	44.2800	7/6/2014
4805	PLAN CHECKER II	SEA	B	656	38.2511	40.1636	42.1718	44.2804	46.4944	48.8192	7/6/2014
7500	PRESS OPERATOR	SEA	B	155	23.4247	24.5959	25.8257	27.1170	28.4728	29.8965	7/6/2014
1020	PRINCIPAL ACCOUNTANT	SEA	B	616	41.7440	43.8312	46.0228	48.3240	50.7401	53.2772	7/6/2014
2050	PRINCIPAL BUYER	SEA	B	683	39.2938	41.2584	43.3214	45.4875	47.7618	50.1500	7/6/2014
6300	PRINCIPAL OFFICE ASSISTANT	SEA	B	156	29.5113	30.9868	32.5362	34.1630	35.8712	37.6647	7/6/2014
1700	PRINCIPAL PLANNER	SEA	B	157	46.5887	48.9181	51.3640	53.9323	56.6289	59.4603	7/6/2014
2202	PRINCIPAL PROGRAMMER ANALYST	SEA	B	632	53.1724	55.8310	58.6227	61.5538	64.6315	67.8631	7/6/2014
6701	PRINCIPAL STOREKEEPER	SEA	B	668	30.2985	31.8133	33.4040	35.0743	36.8280	38.6693	7/6/2014
1255	PROGRAM COORDINATOR	SEA	B	638	32.5236	34.1499	35.8573	37.6502	39.5327	41.5093	7/6/2014
2200	PROGRAMMER ANALYST	SEA	B	103	40.4743	42.4980	44.6229	46.8540	49.1966	51.6566	7/6/2014

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6351	PS PROPERTY CLERK I	SEA	B	615	26.6516	27.9841	29.3833	30.8524	32.3950	34.0147	7/6/2014
6350	PS PROPERTY CLERK II	SEA	B	159	28.0542	29.4570	30.9298	32.4761	34.1000	35.8050	7/6/2014
1130	PS RECORDS COORDINATOR	SEA	B	621	30.4935	32.0182	33.6190	35.3000	37.0651	38.9183	7/6/2014
6050	PS RECORDS SPECIALIST I	SEA	B	633	22.6061	23.7366	24.9234	26.1695	27.4779	28.8518	7/6/2014
6051	PS RECORDS SPECIALIST II	SEA	B	634	25.1181	26.3740	27.6927	29.0773	30.5312	32.0577	7/6/2014
6052	PS RECORDS SR SPECIALIST	SEA	B	635	27.6298	29.0113	30.4617	31.9848	33.5841	35.2633	7/6/2014
7400	PUBLIC SAFETY MAINTENANCE WORKER	SEA	B	144	24.2178	25.4287	26.7002	28.0352	29.4370	30.9089	7/6/2014
2180	PUBLIC SAFETY SPECIALIST	SEA	B	106	30.2078	31.7182	33.3041	34.9692	36.7177	38.5535	7/6/2014
4650	PUBLIC WORKS CONSTRUCTION INSPECTOR	SEA	B	160	33.7318	35.4184	37.1894	39.0488	41.0012	43.0514	7/6/2014
5510	PUBLIC WORKS CREW LEADER	SEA	B	161	31.1018	32.6569	34.2897	36.0042	37.8044	39.6946	7/6/2014
5640	PUBLIC WORKS SUPERVISOR	SEA	B	191	34.2117	35.9222	37.7184	39.6043	41.5845	43.6638	7/6/2014
5870	QUALITY ASSURANCE OFFICER	SEA	B	707	41.1454	43.2066	45.3670	47.6353	50.0172	52.5181	7/6/2014
5431	RECYCLED WATER COORDINATOR	SEA	B	663	32.9346	34.5812	36.3103	38.1259	40.0321	42.0337	7/6/2014
1345	SOLID WASTE CONTRACT ADMINISTRATOR	SEA	B	115	45.0645	47.3176	49.6835	52.1676	54.7761	57.5149	7/6/2014
4800	SOLID WASTE SPECIALIST	SEA	B	169	35.0185	36.7694	38.6079	40.5382	42.5652	44.6933	7/6/2014
1010	SR ACCOUNTANT	SEA	B	641	37.7064	39.5918	41.5714	43.6501	45.8325	48.1242	7/6/2014
6850	SR ACCOUNTING TECHNICIAN	SEA	B	647	29.8300	31.3216	32.8876	34.5320	36.2585	38.0715	7/6/2014
4700	SR BUILDING INSPECTOR	SEA	B	167	40.1308	42.1372	44.2441	46.4563	48.7792	51.2181	7/6/2014
5651	SR BUILDING SERVICES LEADER	SEA	B	604	34.2117	35.9222	37.7184	39.6043	41.5845	43.6638	7/6/2014
1140	SR BUYER	SEA	B	624	37.4225	39.2937	41.2583	43.3213	45.4874	47.7617	7/6/2014
2145	SR COMMUNITY SERVICES OFFICER	SEA	B	151	34.5580	36.2859	38.1002	40.0052	42.0055	44.1057	7/6/2014
1850	SR CONSTRUCTION INSPECTOR/COORDINATOR	SEA	B	174	40.1308	42.1372	44.2441	46.4563	48.7792	51.2181	7/6/2014
4150	SR CRIME ANALYST	SEA	B	653	40.9697	43.0183	45.1692	47.4277	49.7990	52.2890	7/6/2014
1300	SR ENVIRONMENTAL CHEMIST	SEA	B	114	37.1848	39.0440	40.9961	43.0460	45.1983	47.4581	7/6/2014
1349	SR ENVIRONMENTAL COMPLIANCE INSPECTOR	SEA	B	146	38.3004	40.2156	42.2264	44.3376	46.5545	48.8823	7/6/2014
7301	SR GREENSKEEPER	SEA	B	609	34.2118	35.9223	37.7185	39.6044	41.5846	43.6639	7/6/2014
4325	SR HOUSING REHABILITATION SPECIALIST	SEA	B	601	37.1046	38.9599	40.9079	42.9533	45.1008	47.3558	7/6/2014
2400	SR LIBRARY ASSISTANT	SEA	B	170	25.5556	26.8334	28.1750	29.5838	31.0628	32.6161	7/6/2014
5710	SR MAINTENANCE WORKER	SEA	B	177	27.5617	28.9397	30.3868	31.9061	33.5015	35.1764	7/6/2014
6450	SR METER READER	SEA	B	171	27.6774	29.0612	30.5144	32.0401	33.6422	35.3244	7/6/2014
2345	SR NEIGHBORHOOD PRESERVATION SPECIALIST	SEA	B	148	32.8109	34.4513	36.1739	37.9827	39.8817	41.8758	7/6/2014

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6500	SR OFFICE ASSISTANT	SEA	B	172	26.0389	27.3408	28.7079	30.1433	31.6504	33.2328	7/6/2014
5600	SR PARK UTILITY WORKER	SEA	B	173	27.5617	28.9397	30.3868	31.9061	33.5015	35.1764	7/6/2014
7320	SR PARKS LEADER	SEA	B	613	34.2117	35.9222	37.7184	39.6043	41.5845	43.6638	7/6/2014
4090	SR PLAN CHECK ENGINEER	SEA	B	691	50.4722	52.9959	55.6455	58.4280	61.3494	64.4168	7/6/2014
1260	SR PLANNER	SEA	B	654	42.1451	44.2523	46.4649	48.7883	51.2277	53.7891	7/6/2014
2201	SR PROGRAMMER ANALYST	SEA	B	631	44.8802	47.1243	49.4805	51.9545	54.5522	57.2797	7/6/2014
1860	SR TRAFFIC ENGINEER	SEA	B	181	48.4356	50.8574	53.4001	56.0702	58.8738	61.8174	7/6/2014
1865	SR TRANSPORTATION ENGINEER	SEA	B	610	46.1290	48.4355	50.8573	53.4000	56.0701	58.8737	7/6/2014
1875	SR TRANSPORTATION PLANNER	SEA	B	657	43.6580	45.8410	48.1329	50.5395	53.0665	55.7198	7/6/2014
5930	SR WASTEWATER COLLECTIONS WORKER	SEA	B	177	27.5617	28.9397	30.3868	31.9061	33.5015	35.1764	7/6/2014
5820	SR WATER DISTRIBUTION WORKER	SEA	B	696	28.2537	29.6665	31.1498	32.7071	34.3427	36.0598	7/6/2014
5751	SR WATER POLLUTION CONTROL OPERATOR	SEA	B	679	36.5114	38.3370	40.2539	42.2666	44.3800	46.5990	7/6/2014
2504	SR WORKFORCE SERVICES REPRESENTATIVE	SEA	B	666	23.3409	24.5081	25.7335	27.0202	28.3711	29.7898	7/6/2014
5425	SR WPC PLANT MECHANIC	SEA	B	185	37.4238	39.2949	41.2598	43.3227	45.4889	47.7634	7/6/2014
6650	STAFF OFFICE ASSISTANT	SEA	B	180	23.0018	24.1519	25.3594	26.6274	27.9586	29.3566	7/6/2014
6700	STOREKEEPER I	SEA	B	182	26.6587	27.9917	29.3913	30.8610	32.4040	34.0241	7/6/2014
6600	STOREKEEPER II	SEA	B	176	28.0542	29.4570	30.9298	32.4761	34.1000	35.8050	7/6/2014
6710	STOREKEEPER/BUYER	SEA	B	112	34.0203	35.7213	37.5073	39.3827	41.3518	43.4194	7/6/2014
5200	STREET LIGHTING TECHNICIAN	SEA	B	142	31.1018	32.6569	34.2897	36.0042	37.8044	39.6946	7/6/2014
2120	TECHNICAL SUPPORT SPECIALIST	SEA	B	649	40.1471	42.1544	44.2622	46.4752	48.7991	51.2390	7/6/2014
1950	TRAFFIC ENGINEER	SEA	B	188	41.1062	43.1615	45.3196	47.5857	49.9650	52.4632	7/6/2014
4200	TRAFFIC ENGINEERING TECHNICIAN I	SEA	B	127	25.7934	27.0831	28.4373	29.8591	31.3520	32.9196	7/6/2014
4201	TRAFFIC ENGINEERING TECHNICIAN II	SEA	B	607	28.3728	29.7914	31.2810	32.8451	34.4873	36.2116	7/6/2014
1955	TRANSPORTATION ENGINEER	SEA	B	612	39.1489	41.1062	43.1615	45.3196	47.5857	49.9650	7/6/2014
1861	TRANSPORTATION PLANNER	SEA	B	183	42.2495	44.3619	46.5800	48.9091	51.3546	53.9223	7/6/2014
7800	UTILITY WORKER	SEA	B	192	25.4041	26.6743	28.0081	29.4085	30.8789	32.4229	7/6/2014
5920	WASTEWATER COLLECTIONS CREW LEADER	SEA	B	161	31.1018	32.6569	34.2897	36.0042	37.8044	39.6946	7/6/2014
5910	WASTEWATER COLLECTIONS SUPERVISOR	SEA	B	191	34.2117	35.9222	37.7184	39.6043	41.5845	43.6638	7/6/2014
5430	WATER CONSERVATION COORDINATOR	SEA	B	650	32.9346	34.5812	36.3103	38.1259	40.0321	42.0337	7/6/2014
5810	WATER DISTRIBUTION CREW LEADER	SEA	B	695	31.8801	33.4741	35.1479	36.9054	38.7507	40.6883	7/6/2014
5800	WATER DISTRIBUTION SUPERVISOR	SEA	B	694	35.0655	36.8189	38.6598	40.5928	42.6224	44.7536	7/6/2014

**City of Sunnyvale
Salary Table - SEA**

Job Code	Job Title	Unit	Pay Categories	Scale	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Effective Date
5830	WATER DISTRIBUTION WORKER	SEA	B	697	26.6743	28.0081	29.4085	30.8789	32.4229	34.0441	7/6/2014
5880	WATER METER REPAIR WORKER	SEA	B	195	27.5617	28.9397	30.3868	31.9061	33.5015	35.1764	7/6/2014
5901	WATER POLLUTION CONTROL OPERATOR I	SEA	B	197	31.1470	32.7045	34.3396	36.0565	37.8594	39.7524	7/6/2014
5900	WATER POLLUTION CONTROL OPERATOR II	SEA	B	202	31.9258	33.5221	35.1982	36.9582	38.8060	40.7463	7/6/2014
7900	WATER POLLUTION CONTROL OPERATOR IN TRAINING	SEA	B	199	23.8271	25.0184	26.2693	27.5828	28.9618	30.4100	7/6/2014
4100	WATER SYSTEM OPERATOR	SEA	B	186	31.5384	33.1152	34.7709	36.5096	38.3352	40.2519	7/6/2014
2540	WEB SPECIALIST	SEA	B	706	34.1499	35.8573	37.6501	39.5327	41.5093	43.5848	7/6/2014
2550	WORKFORCE DEVELOPMENT ANALYST	SEA	B	661	28.6281	30.0595	31.5625	33.1407	34.7976	36.5376	7/6/2014
2503	WORKFORCE SERVICES REPRESENTATIVE	SEA	B	667	21.1797	22.2387	23.3505	24.5180	25.7440	27.0312	7/6/2014
5400	WPC PLANT MECHANIC	SEA	B	154	33.9235	35.6197	37.4006	39.2707	41.2343	43.2959	7/6/2014

Assignments of Grade and Pay Ranges to Pay Plan as Referenced in the Salary Resolution

SEA:

Category B, applies to Miscellaneous Classified Employees

Pay rates for **Categories A, B, C, G and L** consist of hourly pay rates for each available step in each classification.

RESOLUTION NO. _____

**RESOLUTION FOR PAYING AND REPORTING THE
VALUE OF EMPLOYER PAID MEMBER
CONTRIBUTIONS**

WHEREAS, the governing body of the CITY OF SUNNYVALE has the authority to implement Government Code Section 20636(c) (4) pursuant to Section 20691;

WHEREAS, the governing body of the CITY OF SUNNYVALE has a written labor policy or agreement which specifically provides for the normal member contributions to be paid by the employer, and reported as additional compensation;

WHEREAS, one of the steps in the procedures to implement Section 20691 is the adoption by the governing body of the CITY OF SUNNYVALE of a Resolution to commence paying and reporting the value of said Employer Paid Member Contributions (EPMC);

WHEREAS, the governing body of the CITY OF SUNNYVALE has identified the following conditions for the purpose of its election to pay EPMC;

- This benefit shall apply to all employees of the Sunnyvale Employees Association (SEA).
- This benefit shall consist of the City of Sunnyvale paying 6% of the normal contributions in the first full pay period of January 2013, and effective in the first full pay period of July 2013, 5% of the normal member contributions, and in the first full pay period of July 2014, 4% of the normal member contributions as EPMC, and reporting the same percent (value) of compensation earnable (excluding Government Code Section 20636(c)(4)) as additional compensation.
- The effective date of this Resolution shall be the date of its adoption.

NOW, THEREFORE, BE IT RESOLVED that the governing body of the CITY OF SUNNYVALE elects to pay and report the value of EPMC, as set forth above.

Adopted by the City Council of the City of Sunnyvale at a regular meeting held on December 18, 2012, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST:

APPROVED:

City Clerk
(SEAL)

Mayor

[Type text]

[Type text]

APPROVED AS TO FORM:

Joan Borger, City Attorney